5805. e. 3.

PRECEDENTS

IN

CONVEYANCING,

Settled and Approved

BY

GILBERT HORSMAN,
Late of *Lincoln's Inn*, Esq;

AND OTHER

EMINENT COUNSEL.

In TWO VOLUMES,
With proper TABLES.

VOLUME the FIRST.

The THIRD EDITION.

LONDON:

Printed by H. WOODFALL and W. STRAHAN, Law-Printers to the KING's Moſt Excellent MAJESTY;

For J. WORRALL; A. MILLAR; H. WOODFALL; W. STRAHAN; J. RIVINGTON; R. BALDWIN; W. OWEN; HAWES, CLARKE, and COLLINS; W. JOHNSTON; S. CROWDER; J. DODSLEY; B. LAW; P. URIEL; T. LOWNDES; W. RICHARDSON; and A. SHUCKBURGH. M.DCC.LXVIII.

MAR 29 48

THE

PREFACE.

THE Precedents in theſe Two Volumes have been ſettled and approved by Gentlemen who were, in their Time, the moſt eminent Practiſers in this Branch of the Law.

They have for their Subject-Matter not only the Eſtates real and perſonal known to former Times, but the new Supplies of Stocks, Bonds and Annuities of the public Companies, Exchequer-Annuities, Fortunes in *Ireland* and *Holland*, and Plantations in *America*. Materials which have introduced an additional Language into Conveyancing. Beſides, that in many Caſes, new Clauſes and Proviſions have been deviſed, in conſequence of Acts of Parliament, and of Determinations in the Courts of Juſtice.

It

The PREFACE.

It may be proper here to mention briefly the Endeavours which have been uſed to prepare theſe Draughts for the Preſs, ſo as to render them ready and familiar to the Reader.

Fictitious Names, in an Alphabetical Order, are ſubſtituted inſtead of the real; and this not only for Perſons, but for Places and Counties.

It is eaſy to perceive that by this Subſtitution the Memory and Attention will be greatly aſſiſted; eſpecially in long Draughts, or where there are many Parties. The Method (hitherto uſed) of printing initial Letters only, being perplexing to the Reader; and more particularly ſo, where the Names of different Parties begin with the ſame Letters.

The changing the Names of Counties has, in ſome few Inſtances, introduced *Welch* Counties inſtead of *Engliſh*, in Draughts where Fines or Recoveries are covenanted to be levied or ſuffered at *Weſtminſter*. In ſuch Caſes the Reader is deſired to take notice, that in the original Draughts the Counties were *Engliſh*; for, in *Wales* thoſe Matters are tranſacted at the Grand Seſſions. It may alſo happen, that by the like Alterations ſome Shire-Words may have been tranſplanted into diſtant Counties; that a *Barton* may be found in the North or Eaſt, or a *Pightle* in *Cornwall*. But the Client, and not the Practiſer, furniſhes the Deſcriptions as well as the Names of the Parcels: Therefore this cannot be attended with any Inconvenience.

The PREFACE.

The Draughts are diſpoſed under General Titles in an Alphabetical Order; though ſome are of ſo mixt a Nature that it was difficult to reſolve where to range them. But if there be any Error in this reſpect, it is ſet right by the References and Tables.

To each Draught there is prefixed a particular Title, containing the Plan and Scope of the Deed; except where its great Length makes it neceſſary to refer to the Margin for ſome of the leſs eſſential Parts of it. And there the Draughts are abſtracted Clauſe by Clauſe; ſo that the whole Plan of a Deed may be ſeen by reading that Abſtract only.

There are three Tables. The firſt is of the general Titles. This will aſſiſt the Mind to judge at a View under which Title the Draughts may be found, which are generally ſuitable to the Matter propoſed.

The ſecond Table is of the particular Titles in each reſpective Volume; and is deſigned the more readily to ſhew which Draught approaches neareſt to any particular Caſe or Inſtructions.

But as it muſt frequently happen that there may not be a Precedent correſponding in all its Parts with the Intention of the Party; the third Table is auxiliary to the ſecond: Being ſuch an Index of the Materials, that by the Help of it particular Clauſes may be found for all Purpoſes that can reaſonably be imagined. So that, upon the Whole, it is hoped the Reader will find himſelf, in this Collection, ſupplied with whatever is uſeful in the practical Part of Conveyancing.

The PREFACE.

It may be proper to add, with reſpect to the laſt Table, that as often as any References occur from one Title to another, the Title referred to is to be found in the ſame Table.

A Table of the GENERAL TITLES, in the Two Volumes.

VOL. I.

ACQUITTANCES — *Page* 1
Agreements or Articles of Agreement — 7
——— *See* Marriage-Articles, Mortgages, Purchaſes.
Annuities — 11
——— *See* Aſſignment of Goods 4. Aſſignment of Terms 13, 14, 15. Grants 4, 5.
Appointments — 15
Articles. *See* Agreements, Copartnerſhips, Marriage-Articles, Purchaſes.
Aſſignments of Goods, Money, *&c.* — 47
Aſſignments of Mortgages and other Securities — 60
——— *See* Mortgages, Truſts
Aſſignments of Terms and Leaſehold Intereſts — 96
——— *See* Truſts.
Attorney, *Powers or Letters of* — 148
Award — 163
Bargain and Sale — 164
Bonds — 263
Charitable and Pious Uſes — 200
Collateral Securities. *See* Covenants, Purchaſes.
Conditions. *See* Bonds.
Confirmation — 231
A Conſent — 235
Copartnerſhips, Articles and Agreements concerning them — 237
Copyholds — 280
Covenants and Collateral Securities — 285
Declarations of Truſt — 320
——— *See* Charitable Uſes, Truſts.
Defeazances — 327
Demiſes — 340
——— *See* Covenants 9. Leaſes
Exchanges — 362
Gift, *Deed of* — 378
Grants — 379
Leaſes — 395
—— *See* Bargain, *&c.* 5. Demiſes.
Marriage-Articles and Agreements — 421
Marriage-Settlements — 510
——— *See* Marriage-Articles, *and for* Settlements after Marriage, *ſee* Settlements.

VOL.

VOL. II.

Marriage-Settlements, *continued* Page 581
Mortgages 726
Partition 764
Petition 767
Plantations 768
Purchaſes 779
——— *See* Annuities, Aſſignments, Bargain and Sale, Charitable Uſes, Grants, Marriage-Settlements, Mortgages, Settlements, Truſts.
Ratification. *See* Confirmation.
Releaſes 824
——— *See* Acquittances, Marriage-Settlements, Mortgages, Settlements.
Revocations 971
Settlements 974
For Settlements before Marriage, *ſee* Marriage-Settlements.
Sheriff and Under-Sheriff 1088
Surrender 1099
——— *See* Copyholds.
Truſts 1102
——— *See* Charitable Uſes, Declarations of Truſt, Marriage-Articles, Marriage-Settlements, Mortgages, Releaſes, Settlements.
Uſes. *See* Truſts, *and the Titles there referred to.*
Wills and Codicils 1122

A TABLE

A TABLE OF THE CONTENTS OF The ſeveral Precedents IN The FIRST VOLUME.

Acquittances.

Numb. I. *AN Acquittance for Purchaſe Money, the Conſideration of an Aſſignment of a College Leaſe* Page 1

Numb. II. *A Releaſe by Truſtees of a Charity School, to Executors, for a Legacy bequeathed by their Teſtator to the Charity* 1

Numb. III. *A Releaſe for a Legacy* 2

Numb. IV. *A Releaſe of a Bond, which ought to be delivered up, but is recited to be loſt or miſlaid* 2

Numb. V. *A Releaſe of Legacies charged on Lands, by the Legatees and Deviſee to the Purchaſer; he covenants to produce the Receipts for the Benefit of the Deviſee Executrix* 3

Numb. VI. *An Acquittance for a Portion, paid by making a Mortgage to a Truſtee for the Huſband, which hath been aſſigned to another on his Payment of the Money to the Truſtee* 5

Numb. VII. *An Acquittance for Part of Purchaſe Money, being alſo an Agreement and Declaration of Truſt by the Vendor a Deviſee, who has retained Part of the Money, to pay the ſame to the Appointee or Appointees thereof, upon Circumſtances mentioned in the Margin* 6

Affidavits. *See* Purchaſe.

Agreements.

Numb. I. *A Creditor who has a deſperate Debt due to him agrees by theſe Articles with a Perſon who diſcovers a Fund upon which he may execute his Execution, to give the Diſcoverer half of what ſhall be ſo levied: The Diſcoverer covenants, in caſe of Eviction under a Commiſſion of Bankruptcy, to refund* 7

Numb. II. *An Agreement between Co-Executors. Two Brothers being Executors of their Father, and one of them being ſole Executor of their Uncle, and they being intitled under both Wills to Monies upon Contingencies, agree by this Deed each of them*

A Table of the Contents of the

them to manage particular Parts of the Eſtates, and to account; and bind themſelves mutually in penal Sums for theſe Purpoſes Page 8

Annuities.

Numb. I. *A Covenant by an Heir apparent, to grant an Annuity after the Death of his Father, to the Covenantee for his Life and the Life of another. This to be void if the Father ſurvives the Son* 11

Numb. II. *A Grant of an Annuity during the Life of the Grantee, ſecured by* South-Sea *Annuities, transferred to Truſtees for that Purpoſe. Proviſion in caſe of their Redemption by Parliament. Indemnity to Truſtees* 12

Appointments.

Numb. I. *An Appointment, being an Execution of a Power to limit Lands; to be indorſed on a Deed of Releaſe. A Power reſerved to revoke, and to limit new Uſes* 15

Numb. II. *An Appointment, being an Execution of a Power reſerved to a* Feme Covert *to declare and limit the Uſes of Manors,* &c. *She reſerves a Power of Revocation,* &c. 16

Numb. III. *A Settlement of Wood-Grounds by way of Increaſe of the Wife's Jointure; the Huſband being Tenant for Life under a Will, with Power to make a Jointure in proportion to his Wife's Portion, and having before made a Jointure anſwerable to a Part of the Portion* 17

Numb. IV. *An Appointment of a Portion, charged on Lands for a Daughter on her Marriage, by her Father, in purſuance of a Power by Settlement; he gives another Portion to her out of his own Fortune. This by Indorſement on the Settlement* 21

Numb. V. *A Deed of Appointment by a Father, of the Truſt of a Term raiſed by a Marriage Settlement. He gives an Annuity to his eldeſt Son for Life, another to a Daughter for Life for her ſeparate Uſe notwithſtanding Coverture; and ſubject to theſe, the Reſidue to his ſecond Son. If the eldeſt Son diſturbs the Truſt he is to bear the Coſts. A Power reſerved to revoke and declare new Uſes* 22

Numb. VI. *A Deed Poll by a* Feme Covert, *charging her Inheritance with Money for her Daughters, and appointing who ſhall have the Fee, in purſuance of a Power reſerved to her* 24

Numb. VII. *A Deed of Appointments of Monies to ariſe by Sale of Lands and perſonal Eſtate, for the Benefit of the Appointer's Wife and Daughters, with Variety of contingent Diſpoſitions as abſtracted in the Margin; and Power to the Wife (ſurviving her Huſband) to make other Appointment, and then this to be void* 27

Numb. VIII. *An Appointment, being a Settlement of a Jointure before Marriage, by Tenant for Life, in purſuance of Power given by the Will of his Grandfather. An Appointment alſo of Portions for Daughters. A Term raiſed for Pin-Money; a Covenant to releaſe Legacies given to the Wife, and to ratify Partitions of the Eſtates of her Grandfather and Grandmother* 33

Numb. IX. *A Deed of Appointment of Lands by Huſband and Wife, and declaring the Uſes of a Recovery. A Power to the Huſband to charge a certain Sum by Will; a Power of Revocation to Huſband and Wife jointly* 39

Numb. X. *A Deed of Appointment before Marriage, by the intended Huſband and Wife, to direct the Truſtees of a Mortgage Term to get in the Mortgage Money, and apply it in paying off many Mortgages affecting his now ſettled Eſtates. The Settlement and many other Deeds are recited* 41

Numb. XI. *A Deed Poll of Appointment by a* Feme Covert, *to be indorſed on a Deed intitling her. This preſent Deed contains a Releaſe of Arrears of Annuity which her Huſband's Lands were charged with, and appoints future Payments to him, and the Uſe of the Land,* &c. 45

Numb. XII. *A Direction by a Father, that Money due to him from his Son-in-law ſhall be taken as Part of this Daughter's Share of a reſiduary Eſtate which the Father had ſettled in Truſt for all his Daughters* 46

Numb.

several Precedents in Vol. I.

Numb. XIII. *Appointment of a Gamekeeper* Page 47

Articles. *See* Agreements, Copartnerſhips, Marriage-Articles, Purchaſes.

Aſſignments of Goods, Money, &c.

Numb. I. *An Aſſignment of Books, by Deed Poll, executed by the original Owner, and by the Executor of a Perſon to whom they had been aſſigned as a Collateral Security for a Sum of Money beyond their Value* 47

Numb. II. *An Aſſignment of a Daughter's Part of the* Reſiduum *of her Father's real and perſonal Eſtate, made by her, with the Privity of her intended Huſband, to her Brother, who pays down her Portion* 48

Numb. III. *An Aſſignment of a Legacy to a ſecond Aſſignee, by Huſband and Wife and a former Aſſignee, to whom the ſame had been mortgaged for ſeveral Sums, and afterwards aſſigned abſolutely. The Money payable at a Day yet to come. A Power of Attorney to the latter Aſſignee to demand and recover,* &c. 50

Numb. IV. *An Aſſignment of a reverſionary Intereſt in* South-Sea *Annuities, which had been transferred to Truſtees as a Security for the due Payment of an Annuity to a Grantee thereof. This Aſſignment is under an Order in Chancery. See the Margin* 53

Numb. V. *An Aſſignment by one to two, of a Leaſehold Intereſt in a Houſe in* London, *and of certain Goods therein. The Aſſignees covenant to pay the Rent and perform Covenants in the Leaſe. The Leaſe is recited* 57

Aſſignments of Mortgages and other Securities.

Numb. I. *A Conveyance and Aſſignment of a Mortgage in Fee as to Part, and for Years as to other Part, with many Recitals, and Variety of Parties; occaſioned by meſne Aſſignments, Deaths, and Repreſentations of the Deceaſed under Wills or otherwiſe* 60

Numb. II. *An Aſſignment of a Mortgage Term (which is recited) to Truſtees for the Purchaſer, to attend the Inheritance. The Executors of the Aſſignee of the Mortgage, and the Widow and Daughter and Heir of the Mortgagor join in this Deed. A Covenant concerning the Cuſtody and producing of Writings* 65

Numb. III. *An Aſſignment of a Term (in Mortgage) which was created to raiſe Portions, and a Conveyance of a Mortgage in Fee, to raiſe Portions for three Siſters of the now Huſband, and then to attend the Uſes of his Marriage Settlement, as in the Margin* 68

Numb. IV. *An Aſſignment of ſeveral Mortgage Terms to a Maſter in Chancery and others, there having been ſeveral Decrees and Orders. This Draught has many ſpecial Circumſtances mentioned in the Margin* 74

Numb. V. *An Aſſignment and Surrender of a Mortgage Term (by Indorſement thereon) to a Purchaſer of the Inheritance, the Money being paid off* 82

Numb. VI. *An Aſſignment and Conveyance of ſeveral Mortgages for Years, and in Fee, and Leaſes, by the Aſſignee and his Truſtees, to a new Aſſignee and his Truſtees reſpectively; the Conveyance in Fee is by Leaſe and Releaſe, the Releaſe being contained in this Deed* 82

Numb. VII. *An Aſſignment of a Bond and Judgment to a Truſtee for a Purchaſer to protect a Purchaſe* 87

Numb. VIII. *A Transfer (or Aſſignment by Leaſe and Releaſe) of a Mortgage in Fee, by the Purchaſer of the Fee and a Grantee (or Aſſignee) of the former Mortgage to a new Mortgagee (or Aſſignee), with good uſual Covenants, and one ſpecial, againſt felling Timber in a certain Caſe* 89

Numb. IX. *An Aſſignment by Indorſement of a Mortgage in Truſt for a Purchaſer to protect,* &c. *he having brought the Money before a Maſter in Chancery under a Decree there* 93

Numb. X. *A* Feme Sole *who is a Mortgagee for Years (being paid her Money) by Direction of the Mortgagor, aſſigns over her Mortgage Term to a Truſtee of a new*

new Mortgagee (of the ſame and other Lands) in Fee, to ſecure the Payment of the new Mortgage-Money, being a greater Sum; and then to attend the Inheritance, and ſhe covenants that ſhe hath not done any thing to forfeit or incumber the Term Page 94.

See Mortgages. Truſts.

Aſſignments of Terms and Leaſehold Intereſts.

Numb. I. *An Aſſignment of a College Leaſe with Licence of the Leſſors* 96

Numb. II. *Aſſignment of a Term to raiſe Portions,* &c. *(which were charged by a Settlement and Will of the Anceſtor, and have been all paid off) to Truſtees for the Benefit of the Daughters, there not having been a Son* 98

Numb. III. *An Aſſignment of two Church Leaſes by three, the Aſſignors to take the Profits and procure Renewals during their Lives, with Survivorſhip. On their Neglect to procure Renewals, the* Ceſtuy que Truſt *of the Aſſignee may* 105

Numb. IV. *An Aſſignment by an Executor and reſiduary Legatee, of a Leaſe for Years of Houſes,* &c. *with Exceptions in favour of the Leſſors (a Corporation) and proper Covenants on both Sides, as in the Margin* 109

Numb. V. *An Aſſignment of a Leaſehold Intereſt by Deed Poll indorſed on the Leaſe* 113

Numb. VI. *An Aſſignment of a Leaſehold by a Father to a Son, by a Deed Poll, indorſed upon a Deed of Aſſignment thereof to the Father* 113

Numb. VII. *An Aſſignment of a Mortgage Term (by Deed Poll indorſed on the Mortgage Deed) to the Truſtee for the Mortgagor, the Money being paid off, and of two Leaſehold Intereſts to the Mortgagor himſelf* 114

Numb. VIII. *An Aſſignment of five ſeveral Terms by ſeveral Truſtees, to a Purchaſer and his Truſtees reſpectively for his Benefit. The Creation of thoſe Terms, and other Matters, are ſpecially recited, as mentioned in the Margin* 115

Numb. IX. *An Aſſignment of a Moiety of a fourth Part of a Leaſe of a Light-houſe under a Patent, and of ſome Land purchaſed to accommodate it. This Deed being made by the Aſſignee of the Executors of one Partner of four, to a Perſon who had paid half the Money for that fourth Part, with good Recitals* 122

Numb. X. *A Conveyance by Leaſe and Releaſe (this being the Releaſe) of a Leaſe for three Lives of a Prebend, Parſonage,* &c. *(with Exception of ſpiritual Courts and an Advowſon) ſubject to the Rents and Covenants. The Vendor covenants that he has not avoided the Leaſe. The Vendee covenants to pay the Rents and perform the Covenants.* 126

Numb. XI. *An Aſſignment of a Leaſe of a Houſe in* London, *with proper Covenants, as mentioned in the Margin* 129

Numb. XII. *An Aſſignment of a Leaſe of Arable Land, by Indorſement on the Leaſe* 131

Numb. XIII. *An Aſſignment of an Exchequer long Annuity* 132

Numb. XIV. *An Aſſignment of a long Annuity, upon Truſt to aſſign to the now Aſſignor and ſeveral others* 133

Numb. XV. *The Re-aſſignment* 134

Numb. XVI. *An Aſſignment by a Queen Conſort and her Truſtees of a Leaſehold Houſe,* &c. *in Town. Letters Patent of the King relating to the ſame,* &c. *are recited* 135

Numb. XVII. *An Aſſignment of a new-built Houſe, Way,* &c. *by the Builders to a Gentleman. One of the Builders had formerly aſſigned his Intereſt to the other, but they both join in this Deed, with proper Covenants* 139

Numb. XVIII. *An abſolute Aſſignment of two Leaſehold Intereſts of a Houſe,* &c. *in Town, by the Leſſees in building Leaſes, and their Mortgagee. Part of the Purchaſe Money paid in diſcharge of the Mortgage, the Reſidue to the Leſſees* 142

Numb. XIX. *An Aſſignment of an Out-ſtanding Term; firſt by way of collateral Security to a Mortgagee, who lends Part of the Purchaſe-Money upon a Purchaſe made of the Lands; and then in Truſt for the Purchaſer, and to attend,* &c. 146

several Precedents in Vol. I.

Attorney, *Powers or Letters of.*

Numb. I. *A Power of Attorney to receive and recover the Rents of an Eſtate, and to give Diſcharges* Page 148
Numb. II. *A Power of Attorney by Feme Covert (in purſuance of a Power reſerved to her) to recover Rents and give Acquittances in the Name of her and her Truſtee* 149
Numb. III. *Power of Attorney from two to one to receive Intereſt of* South-Sea *Annuities* 150
Numb. IV. *An Annuity for Life being ſecured by an Aſſignment of long Annuity, the Aſſignee gives a Power of Attorney to the Executor of the Aſſignor to receive the long Annuity till Default made in Payment of the Annuity for Life, and Notice thereof to the proper Officer at the Exchequer* 150
Numb. V. *A Power of Attorney by two ſurviving Mortgagees (one being dead) to receive the Intereſt and give Acquittances* 151
Numb. VI. *A Power of Attorney by two of the Truſtees of* Bank *Stock under a Will, to a Co-Truſtee, to lay out the Dividends* 152
Numb. VII. *A Power of Attorney appointing a Receiver of an Eſtate in Mortgage for the better Payment of the Intereſt,* &c. *the Receiver covenants to apply the Money* 153
Numb. VIII. *A Power of Attorney appointing a Receiver of an Eſtate in Mortgage for the better Payment of the Intereſt. A Power to cut Underwoods. An Agreement in caſe the Mortgage Money be taxed, that the Mortgagor ſhall pay an Increaſe of Intereſt* 155
Numb. IX. *A Letter of Attorney by a Tradeſman to two, jointly and ſeverally, to recover and get in his Stock in Trade* 157
Numb. X. *A Power of Attorney (being a Part of a Deed of Mortgage) to impower a Perſon to receive Rent,* &c. *and pay the Mortgagee his Intereſt, and certain other Payments, with a Covenant to appoint another on Death, or Neglect,* &c. *The Attorney covenants to perform* 158
Numb. XI. *A Letter of Attorney by Truſtees to the Owner of the Land, to let, receive Rents, ſue and apply the Money according to the Truſts* 159
Numb. XII. *A Letter of Attorney to view, manage and let an Eſtate; to execute Leaſes, receive Rents, ſue for them, or for Land; and to appoint an Attorney,* &c. 160
Numb. XIII. *A Power of Attorney to two Bankers to receive a Sum of Money for the Purchaſe of an Eſtate, bought in purſuance of a Will and Decree in Chancery,* &c. 161
Numb. XIV. *A Letter of Attorney purſuant to a Will, by a Feme Covert to her Huſband, to receive the Intereſt,* &c. *of a reſiduary Eſtate deviſed to her* 162

Award.

An Award that one Party ſhall convey Land and pay Money to the other. All Suits to ceaſe. Parties mutually to give general Releaſes 163

Bargain and Sale.

Numb. I. *A Bargain and Sale of Lands by the Mortgagee and Mortgagor and his Wife, to make a Tenant to the* Præcipe, *in order to ſuffer a Recovery to the Uſe of the Purchaſer and his Heirs* 164
Numb. II. *A Bargain and Sale of Lands, under a private Act of Parliament and Decree in Chancery, by the Owner of the Eſtate and the Truſtees in the Act; there being alſo a Deed of Releaſe of the ſame Lands* 165
Numb. III. *A Deed of Grant, Bargain, Sale and Confirmation of Manors, Lands, Woods, Quit-Rent (which were mortgaged in Fee) to the Mortgagee; the Conſideration Money being the Mortgage Money, and other Money paid in hand* 167

A Table of the Contents of the

Numb. IV. *A Deed of Grant, Bargain, Releaſe, &c. in Fee, to make a Tenant to the* Præcipe. *The Manner of ſuffering the Recovery directed; the Uſe declared to the Grantor and his Heirs* Page 168

Numb. V. *A Deed of Bargain, &c. for a Year, to enable the Bargainee to take a Releaſe of the Inheritance* 170

Numb. VI. *A Bargain, and Sale of Manors, &c. in three Counties, in order to three Recoveries, to rectify a Miſtake in three former Recoveries, in which the Bargainer (the Vouchee) was miſnamed, part of his Name being omitted; to enure as to Part, to corroborate a Mortgage Term in favour of the Mortgagee, who is a Party; and then as to this Part, and immediately as to the Reſidue, to the Uſe of the Recoveror and his Heirs* 171

Bonds.

Numb. I. *Bond conditioned to pay an Annuity for Life, and to charge it upon Lands in* England *within a Year* 174

Numb. II. *Condition of a Bond that the Purchaſer of a Leaſehold Intereſt ſhall quietly enjoy* 175

Numb. III. *Condition of a Bond given by the Purchaſer of a Leaſe to perform the Covenants in the Leaſe, and to ſave harmleſs the Repreſentatives of the firſt Aſſignee* 175

Numb. IV. *Condition of a Bond from the Huſband to the Truſtees in a Marriage Settlement, who advanced to him Part of the Money that was to be by them laid out in Lands* 176

Numb. V. *Condition of a Bond from the Vendor of Lands to a ſecond Purchaſer, to ſave him harmleſs from the Portions of the Vendor's Siſters, charged by the Will of their Father* 177

Numb. VI. *Condition of a Bond by a Friend of the Huſband's to the Lady's Father, that the Truſtees in a Marriage Settlement ſhall allow of a Settlement made by the Huſband, of Lands in lieu of Part of the Portion which was to be inveſted in Lands, and of a furtber Payment made to the Huſband* 178

Numb. VII. *Condition of a Bond by the Huſband, who borrows from the Truſtees in a Marriage Settlement Money which was to be laid out in Land; being raiſed out of the Sale of his* South-Sea *Stock* 178

Numb. VIII. *Condition of a Bond given by the Executrix of a Leſſee of a Houſe, &c. and a Surety, to a Perſon who becomes Tenant at a lower Rent, that they will pay the Surplus or indemnify him* 179

Numb. IX. *Condition of a Bond given by the Lady's Father to the intended Huſband, for Payment of an additional Portion within ſix Months after the Father's Death* 180

Numb. X. *Condition of a Bond by a Grandmother of a Perſon choſen Clerk in the Transfer Office of the* South-Sea *Company, to one who was bound with him to the Company for his duly accounting, &c. to indemnify the Surety* 181

Numb. XI. *Condition of a Bond by the Uncle of an intended Huſband, to ſettle or deviſe a reverſionary Eſtate on or to the Huſband and Wife and their Iſſue, in Manner mentioned in the Condition; or for Payment of a certain Sum of Money in lieu thereof* 182

Numb. XII. *Condition of a Bond by a Perſon who borrowed* Bank *Stock, to the Lender, to replace it within a certain Time, and to make good the Dividends, &c.* 184

Numb. XIII. *Condition of a Bond by a Purchaſer of Lands, to pay a Sum of Money, left in his Hands to indemnify him againſt additional Portions, given upon a Contingency to the Siſters of the Vendor, in caſe the Contingency ſhall not happen* 185

Numb. XIV. *Condition of a Bond given after Marriage, to the Huſband, by the Lady's Father; that her Godmother ſhall leave her a certain Sum which ſhe promiſed previous to the Marriage for her Advancement, and in augmentation of her Portion. This upon a Contingency* 186

Numb. XV. *Condition of a Bond to a Truſtee for a Woman, to pay her Intereſt for a Sum of Money during her Life, and after her Death the Principal as ſhe ſhall appoint, or to her Executors and Adminiſtrators* Page 186
Numb. XVI. *Condition of a Bond that an Apprentice ſhall perform,* &c. 187
Numb. XVII. *Condition of a Bond given by an Executor to the Huſband of his Daughter; to pay to her Executor,* &c. *a Sum of Money purſuant to private Inſtructions of his Teſtator, in caſe her Aunt do not give or leave her a certain Sum* 187
Numb. XVIII. *Condition of a Bond by the intended Huſband to the Lady's Father; to pay her a yearly Sum, by quarterly Payments, for her ſeparate Uſe* 188
Numb. XIX. *Condition of a Bond from an intended Huſband to the Lady's Truſtee; for her ſole Enjoyment and Diſpoſal of the Effects mentioned on a Schedule indorſed* 188
Numb. XX. *Condition of a Bond from a Foreman in a Shop (with a Surety) to his Maſters; duly to ſerve and account,* &c. *and not to exerciſe, or ſerve in the ſame Trade within two Wards (mentioned) in* London 189
Numb. XXI. *Condition of a Bond from two Perſons impowered by Letter of Attorney of a Tradeſman; to get in his Eſtate, and to pay duly to him* 190
Numb. XXII. *Condition of a Bond from one to three; for Performance of Covenants in a Deed, particularly to pay a Sum of Money by Inſtalments* 190
Numb. XXIII. *Condition of a Bond from two Vendors of Land, and their Surety; to pay an Annuity for Life to which the Premiſſes were liable, and to indemnify the Purchaſer. Special Recitals* 191
Numb. XXIV. *Condition of a Bond from a Vendor of Lands to indemnify the Vendee; there being a Bill pending in Chancery for them at the Time of the Purchaſe* 192
Numb. XXV. *A Huſband and Wife having agreed to ſell her Lands, and the Purchaſer being to retain Part of the Purchaſe Money to ſatisfy an Agreement and Decree in Chancery; the Condition is that he apply the Money and Intereſt to Payment of Perſons intitled* 192
Numb. XXVI. *Condition of a Bond by a Purchaſer of Lands to the Vendor; to pay Part of the Purchaſe Money left in the Obligor's Hands, and Intereſt to different Perſons on different Events* 193
Numb. XXVII. *One Coheir to an Uncle's Eſtate having purchaſed from the other a Moiety thereof, the Purchaſer becomes bound to the Vendor to indemnify him againſt the Uncle's Debts,* &c. 194
Numb. XXVIII. *Condition of a Bond by a Mother-in-law to her Son-in-law; to indemnify him concerning a Sum of Money left in the Hands of his Wife, upon a Purchaſe made by her before their Intermarriage, upon Circumſtances in the Margin* 194
Numb. XXIX. *Condition of a Bond by a Vendor of Lands, to the Purchaſer; to repay the Purchaſe Money if the Purchaſer retracts within a limited Time* 196
Numb. XXX. *Condition of a Bond by a Mortgagor; to a Perſon who was bound to the Mortgagee for the due Payment of the Intereſt* 196
Numb. XXXI. *Condition of a Bond by the Grantors of Fee-Farm Rents; to indemnify againſt the Claim of future Children of one of the Obligors, under Colour of their Grandfather's Will* 197
Numb. XXXII. *Condition of a Bond to indemnify one of the Obligors in the Bond next preceding* 198
Numb. XXXIII. *Condition of a Bond; to pay a Perſon a Sum of Money, if living with the Obligor at the Time of her Deceaſe* 198
Numb. XXXIV. *Condition of a Bond made by an intended Huſband to the Woman's Father, to pay her Pin-Money* 199
Numb. XXXV. *Condition of a Bond from a Vendor to a Purchaſer of Lands; to produce or obtain a Releaſe of a Sum of Money charged upon the ſame; the Money being alledged to be paid, but the Receipt miſlaid* 199
Numb. XXXVI. *Condition of a Bond from the Vendor of an Advowſon and Sureties, to the Purchaſer; for quiet Enjoyment* 200

A Table of the Contents of the

Charitable and Pious Uſes.

Numb. I. *A Deed of Aſſignment of a Leaſehold Intereſt, by the ſurviving Truſtees of a Charity, to two Perſons; who by an Indorſement (which next follows) immediately re-aſſign to the former and other Truſtees, in order to fill up the Number* Page 200

Numb. II. *The Re-aſſignment to the former and other Truſtees; to be indorſed on the foregoing Deed* 203

Numb. III. *A Declaration of the Truſts of Lands deviſed upon a Contingency for the Benefit of Diſſenting Teachers. This Deed is between the Deviſor and his Deviſees, the Truſtees. Clauſes for filling up a Number, and indemnifying and rewarding the Truſtees* 204

Numb. IV. *A Deed declaring the Truſt of certain Freehold and Leaſehold Lands ſettled for the Support of the Diſſenting Intereſt; with divers Directions for filling up the Number of Truſtees, and regulating the Execution of the Truſt. The Titles are recited* 207

Numb. V. *A Releaſe of Lands, a Park lately diſparked, &c. (which have been ſettled to Charitable Uſes) to the Uſe of the Releaſor and Releſſees* 211

Numb. VI. *A Releaſe of Lands, &c. (ſettled to Charitable Uſes) by the ſurviving Truſtees, to new Truſtees; upon Truſts (referred to) in another Deed of this Date* 213

Numb. VII. *The Deed of Declaration of Truſts (referred to by the Deed next preceding) by which the new Truſtees declare and ſpecify the Truſts; to pay to godly Poor, to appoint Times and Places for meeting to execute the Truſts, to appoint a Receiver, to account, &c. to fill up their Numbers. Power to leaſe, &c. as in the Margin* 215

Numb. VIII. *A Deed of Releaſe from one to many, ſuppoſed in Truſt for Charitable Uſes: Though no Notice taken of them in this Deed* 218

Numb. IX. *A Declaration of the Truſt of a Leaſe of a Meeting-houſe, by the Paſtor; who is the Leſſee* 220

Numb. X. *A Declaration of Truſt of Lands ſettled to Charitable Uſes. Many Regulations for the well Ordering and Diſpoſition of the Charity are recited* 221

Numb. XI. *A Declaration of the Truſt of a Place to be uſed as a Meeting-houſe. A Proviſion in certain Caſes to ſell the Premiſſes, and diſtribute the Money among the Poor. A Proviſion for filling up the Number of Truſtees from Time to Time* 227

Numb. XII. *A Deed of Releaſe of Lands by one to three. Part of the Profits to educate independant Miniſters; the Reſidue to the Grantees and the Heirs of the Survivor; the Survivor to convey to Truſtees; a Power of Revocation reſerved* 229

Collateral Securities. *See* Covenants, Purchaſes.

Conditions. *See* Bonds.

Confirmation.

Numb. I. *A Confirmation of a Jointure; by Indorſement on a Deed of Appointment thereof* 231

Numb. II. *A Deed of Confirmation of a Will of Goods and Lands by the Heir at Law to the Deviſee, (who is alſo Executor); and a Bargain and Sale (to be inrolled) of the ſame Lands* 231

Numb. III. *A Confirmation of former Mortgage Deeds, by a Party who had not executed them. The Mortgagee covenants (in caſe of yearly Payment) to accept leſs than lawful Intereſt,* viz. 4 l. per Cent. 233

several Precedents in Vol. I.

A Conſent.

A Deed Poll, being the Aſſent of a Son (to whom a Moiety of his Siſter's Portion was deviſed over, in caſe ſhe ſhould marry a particular Perſon) that the Intereſt ſhall be paid her; ſuch Marriage not having taken effect, nor the Portion yet payable Page 235

Copartnerſhips, *Articles and Agreements concerning them.*

Numb. I. *Articles of Copartnerſhip in the Trade of a Dyer, between two, with proper Covenants. The firſt Party ſupplies the Skill and Induſtry, and the ſecond Party advances the Money* 236

Numb. II. *An Agreement to diſſolve a Copartnerſhip between two Mercers. This Deed to be indorſed on the Deed of Copartnerſhip* 238

Numb. III. *A Deed of Copartnerſhip between two, for the carrying on the Trade of a Potter, one of the Partners having a Houſe,* &c. *for that Purpoſe; which is to be enjoyed by Moieties at a ſtated Value. Other proper Covenants, as in the Margin* 240

Numb. IV. *A Deed of Copartnerſhip between two, in the Trade of a Linen-draper, with proper Covenants. The Trade to be carried on in the Houſe which one of them has. One to bring in two thirds Stock, and the other one third, and to divide,* &c. *in Proportion. A yearly Sum to be allowed for Servants Diet, and to entertain Cuſtomers. Many other Covenants as in the Margin* 245

Numb. V. *An Indorſement on Articles of Copartnerſhip, to continue it for a further Term; it having been continued once before* 253

Numb. VI. *A Deed of Copartnerſhip between Father and Son, in the Trade of a Hoſier; with many good Covenants. The Father is to bring in three fourths Stock, and the Son one fourth, and to divide accordingly. The Father has an Overplus Sum in Stock, which he may continue or withdraw. An Agreement as to bad Debts already due* 254

Numb. VII. *Articles of Copartnerſhip between three Perſons, in the Trade of a Linen-draper; with proper Covenants. One Party finds Board,* &c. *for the other two, upon Terms agreed. One Party, after a Time, may take out Part of the Stock, and another may add to his Part. Proviſion in caſe any Party does not bring in a full Share* 261

Numb. VIII. *Articles of Copartnerſhip between two, in the Trade of an Hoſier: One Party to bring in three fourths Stock, the other one fourth, and to divide in Proportion. Indulgence as to one Party's Attendance,* &c. *and Proviſion for continuing the Trade in caſe of his Death; and to allow the other for Trouble,* &c. 269

Numb. IX. *One Partner in Trade (of three) being dead, the Survivors, by this Deed, covenant to indemnify his Executors touching the Copartnerſhip: And the Executors aſſign their Share, and give Power to ſue, and covenant for further Aſſurances* 277

Copyholds.

Numb. I. *A Letter of Attorney to ſurrender Copyholds* 280
The Surrender 280
The Admittance of the new Tenant 280
Her Surrender to the Uſe of her Will 281

Numb. II. *A Surrender of a Copyhold, to ſecure Part of a Daughter's Portion. This was before her Marriage* 281

Numb. III. *A Deed of Bargain and Sale, by a Lord of a Manor to three of his Tenants, of certain Copyholds; whereby he enfranchiſes them. Proviſo not to extend to any other Copyholds than thoſe ſpecified* 282

A Table of the Contents of the

Covenants and Collateral Securities.

Numb. I. *A Deed of Covenants from an Heir at Law, and his younger Brother, the Deviſee of a Manor and Advowſon, to a Purchaſer under a private Act; to procure another Act, to rectify an Omiſſion in the former; and to procure an Exchange of Part of the Lands,* &c. *concluding with an Obligation,* &c. Page 285

Numb. II. *A Deed of Covenants between three Vendors of Lands, and the Vendee; who ſhall have the Cuſtodies reſpectively of ſeveral Title Deeds, and mutually to produce them for the Service of each other* 288

Numb. III. *A Deed of Covenants between three Vendors of Lands and the Purchaſer; whereby the Purchaſer covenants to pay certain Rents and annual Payments to which the Lands are liable; and the Vendors and Purchaſer mutually covenant to recompence each other reſpectively, as the Caſe may be, if any Land, for which one of theſe Payments is to be made, ſhall be evicted and the Payment ceaſe* 290

Numb. IV. *A Deed of Covenants by the Vendors of Fee-Farm Rents, for the ſeparate Uſe of a Feme Covert; to produce Deeds at the Requeſt of her or her Truſtees,* &c. 293

Numb. V. *A Deed of Covenants from a Parcener, who had purchaſed his Coparcener's Moiety; to indemnify the Vendor againſt the Debts of their Uncle (from whom the Eſtate came) and againſt any Damages,* &c. *by reaſon of a Leaſe which the Covenantee had executed* 294

Numb. VI. *A Deed of Covenant to a Purchaſer, by the Vendor of a Manor, Scite of a diſſolved Monaſtery, Advowſon, Tithes,* &c. *that the Vendor will indemnify the Purchaſer againſt a Rent reſerved upon the Grant from the Crown, the ſame ſuppoſed to be diſcharged; but it not appearing, how* 295

Numb. VII. *A Deed of Covenant by a Son; to maintain his Mother, or in caſe ſhe ſhall chuſe to live from him, to pay her an Annuity; in conſideration of a Sum in groſs paid to him by a third Perſon* 296

Numb. VIII. *A Deed of Covenants by the Vendor of Lands; to indemnify the Purchaſer againſt an old Mortgage Term which was paid off, and ought to be aſſigned to attend the Inheritance, but cannot be found; with Recitals of the antecedent Tranſactions* 297

Numb. IX. *A Deed of Covenant to levy a Fine, to corroborate a Mortgage for Years, to ſecure ſeveral Sums to a Man and his Wife, and two more; the ſame Lands,* &c. *having before been mortgaged in Fee to the ſame Perſons, and to one more who is paid off. The Uſe (ſubject to the Mortgage) to the Mortgagor in Fee* 299

Numb. X. *A Deed of Covenant after Marriage; to levy a Fine, and declaring the Uſes of it to be the ſame as compriſed in a Settlement before Marriage. This is in purſuance of a Covenant in the Settlement, for further Aſſurances* 304

Numb. XI. *Deed of Covenant to levy a Fine and declare the Uſes, to make good a Leaſe by Huſband and Wife, made in purſuance of a Decree of Chancery; with proper Recitals* 305

Numb. XII. *A Covenant by Deed Poll, to produce Deeds (mentioned in a Schedule) to protect a Purchaſe. This is from a Vendor to a Purchaſer of a Share in the* New River, *&c.* 307

Numb. XIII. *A Deed of Covenant to levy Fines of a Manor, Advowſon, and a Variety of other Parcels; by the Remainder-man in Tail, in order to bar the Intail* 308

Numb. XIV. *A Deed of Appointment of a Receiver of an Eſtate, by the Mortgagor and Mortgagee thereof; with proper Covenants by each Party. Collateral Security for the Intereſt, by a Sum of Money depoſited with Truſtees* 310

Numb. XV. *A Deed of Covenants. Huſband and Wife are to levy a Fine of her Eſtate to Truſtees, to ſecure by a long Term raiſed, Money to a Mortgagee; then, as to Part, to the Uſe of the Huſband for Life,* ſans *Waſte; as to the other Part, for her ſeparate Uſe; the Inheritance of the Whole, to her Appointees, or to her in Fee. A Covenant to ſurrender her Copyholds of Inheritance to her ſeparate Uſe,* &c. 314

ſeveral Precedents in Vol. I.

Numb. XVI. *A Vendor of Lands covenants to indemnify the Purchaſer, from Dower of the Wives of two former Vendors of the ſame Lands* Page 319

Declarations of Truſt.

Numb. I. *An Indorſement on a Mortgage Deed; by which Truſtees,* &c. *declare that the Conſideration Money was not theirs; but was Part of the Marriage Portion of the Wife of the Mortgagor, and is now placed out on Security, till it can conveniently be inveſted in a Purchaſe of Lands* 320

Numb. II. *A Declaration of Truſt of a Mortgagee in Fee; containing alſo a Covenant to convey,* &c. 321

Numb. III. *A Declaration of Truſt by the Obligee in a Bond, that Part of the Principal Money belongs to his Siſter* 322

Numb. IV. *A Declaration of the Truſt of* Bank *Stock,* &c. *transferred by a Woman before Marriage; to be transferred to the intended Huſband if the Marriage takes effect within a certain Time* 322

Numb. V. *A Deed between a* Feme Covert *and the Truſtee in her Will. To declare the Truſt and Uſes thereof: With a Power for her future Appointment,* &c. 323

Numb. VI. *A Declaration of Truſt by the Lender of ſome Money to compleat a Purchaſe (which was made in Truſt) that Part of the Money lent was not his own, but belonged to another Perſon; and that (as to ſo much) a Term raiſed in the Purchaſe Deed, and alſo a collateral real Security made by the* Ceſtuy que Truſt *of the purchaſed Lands, are in Truſt for the Owner of this Part of the Money* 324

Numb. VII. *A Declaration of Truſt (by Indorſement) between the Owners and Truſtees of certain Government Securities, which have been ſubſcribed and altered under Acts of Parliament* 325

Numb. VIII. *The Declaration of a Truſt of a Term (being Part of another Deed) for the better Payment of an Annuity. This may either be Part of a Marriage Settlement, or of another Deed by which an Annuity is granted* 326

See Charitable Uſes, Truſts.

Defeazances.

Numb. I. *A Defeazance by Deed Poll, of Part of a Deed of Appointment by a Father upon a Contingency. The Circumſtances are ſpecial, and are mentioned in the Margin* 327

Numb. II. *A Defeazance of a Recognizance; this being a Deed declaring a Recognizance entered into by a Vendor of Lands to a ſecond Vendee, to be only as a Security to indemnify the purchaſed Lands againſt Tithes, except a certain* Modus. *The Conveyances are recited. There are ſome ſpecial Covenants, as in the Margin* 328

Numb. III. *A Defeazance of a Recognizance in nature of a Statute-Staple, on Payment of Principal and Intereſt ſecured thereby* 331

Numb. IV. *A Defeazance, being a Deed between the Mortgagee and her Truſtees and the Mortgagor; declaring ſeveral Conveyances herein recited, to be only by way of Mortgage to ſecure one Sum of Money and Intereſt. Proper Covenants between Mortgagor and Mortgagee* 332

Numb. V. *A Defeazance of a Recognizance in nature of a Statute-Staple, on Payment of Money ſecured thereby, with Intereſt, the ſame to be void* 335

Numb. VI. *A Defeazance; being a Deed between two Obligors and the Obligee in a Bond, to declare that a Warrant of Attorney alſo given, is only for the ſame Sum; and on Payment to deliver both up; or if Judgment entered, Satisfaction to be acknowledged* 336

Numb. VII. *A Defeazance of a Recognizance which a Vendor of Lands acknowledged to the Purchaſer, as a Security againſt a poſſible Charge; to be void on the Vendor's procuring a proper Indemnity* 337

Numb.

A Table of the Contents of the

Numb. VIII. *A Defeazance of an Agreement in Marriage Articles to pay an additional Portion; the ſame to be hereby declared void upon Contingencies* Page 339

Demiſes.

Numb. I. *A Demiſe by way of Collateral Security. The Vendor of Lands which were liable to certain Rent-Charges (or ſo ſuppoſed to be) to indemnify the Purchaſer, bargains and demiſes other Lands to a Truſtee for the Purchaſer, for a long Term of Years* 340

Numb. II. *A Demiſe (by three Vendors of Meſſuages,* &c. *to two Truſtees of the Purchaſer) of certain other Meſſuages,* &c. *to indemnify the Purchaſer againſt certain Payments ſuppoſed to be charged on the purchaſed Meſſuages, together with other Lands,* &c. *Proper Covenants* 343

Numb. III. *The Vendor of Lands, with his Truſtee (which Lands were ſubject to a Rent-Charge for the Life of a Woman) demiſes other Lands to the Vendee, as a Collateral Security againſt the ſaid Rent-Charge* 345

Numb. IV. *A Demiſe by way of Collateral Security to a Purchaſer. Lands being charged by a Will with Debts and Legacies, and deviſed for ſeveral particular Eſtates, and finally deviſed in Fee to a Feme Sole, who was alſo Heir at Law; ſhe marries; and ſhe and her Huſband having ſold Part to one who ſold the ſame to another; the Vendors demiſe other Lands to the ſecond Purchaſer, as a Collateral Security againſt Debts and Legacies; and their Truſtees of certain Terms covenant to ſtand poſſeſſed in Truſt for the Purchaſer* 349

Numb. V. *An Agreement before Marriage. The Wife, with Privity of the intended Huſband, demiſes her Jointure, and conveys her perſonal Eſtate to Truſtees for her ſeparate Uſe and Diſpoſal; and as to the latter, in favour of her three Daughters by her former Huſband; and ſhe is to have and appoint the Guardianſhip of them* 355

Numb. VI. *A Demiſe by Huſband and Wife, of Lands for a long Term, in Truſt for themſelves; and a Covenant to levy Fines of Freeholds and Lands in ancient Demeſne, to make good the Term* 358

Numb. VII. *A Bargain and Demiſe by Father and Son for a long Term, determinable on the Death of the Survivor, to a Truſtee; in Truſt to permit them ſucceſſively to take the Profits* 361

See Covenants 9. Leaſes.

Exchanges.

Numb. I. *A Releaſe by a Huſband, of his Wife's Jointure by a former Huſband, to her ſeparate Uſe; and to be ſubject to her Debts. Huſband and Wife agree to levy a Fine* ſur conceſſerunt, *of her Jointure on the preſent Huſband's Eſtate, to Truſtees for him; the Fine to be in a County Palatine. Other Matter as in the Margin* 362

Numb. II. *A Deed of mutual Conveyances between two Parties. It recites that Diſputes had ariſen between them relating to Lands, Boundaries,* &c. *and the Heads of an Agreement which they had drawn up and ſigned. The firſt Party aſſigns to the ſecond two Leaſehold Intereſts, and grants and releaſes a Right of Common, Rents, Heriots,* &c. *The ſecond Party releaſes to the firſt certain Lands. Other Matters as in the Margin* 367

Numb. III. *A Tenant for Life of Meſſuages,* &c. *and a Tenant for Life of Manors,* &c. *having agreed to exchange during their joint Lives; they (by this Deed) mutually demiſe their reſpective Eſtates for long Terms, determinable on the Death of either of them* 372

Numb. IV. *A Deed of mutual Releaſes and Aſſignments, between a Son of a Freeman of* London, *who is Heir and Executor to his Father, of the one Part; and his Siſter and her Huſband of the other Part; concerning their different Claims upon the Father's perſonal Eſtate, by Deeds of Settlement, the Will of the Father, the Cuſtom of* London, *and Statute of Diſtributions; under Circumſtances abſtracted in the Margin* 374

several Precedents in Vol. I.

Gift, *Deed of.*

A Deed of Gift, &c. *of a conſiderable Sum of Money by an Aunt to her Nephew: In conſideration of which he convenants to pay her an Annuity during her Life* Page 378

Grants.

Numb. I. *Conveyance of Annuities (charged on Lands) by Huſband and Wife, and their Truſtees Infants, under an Order of Chancery upon the Act of Parliament; the Conveyance being by Leaſe, Releaſe, and Fine to be levied by Huſband and Wife* 379

Numb. II. *A Grant of the next Preſentation to a Living* 383

Numb. III. *A Grant of the Stewardſhip of Manors* 383

Numb. IV. *A Grant of an Annuity during the joint Lives of the Grantor and Grantee, (free from Taxes) to iſſue out of certain Lands; and a Demiſe of the ſame Lands, for a long Term, to Truſtees, for the better ſecuring the Payment* 384

Numb. V. *A Grant of an Annuity for the Life of the Grantee, with a Power to diſtrain in certain Lands. A Demiſe of thoſe Lands, and an Aſſignment of Leaſehold Intereſts to Truſtees for the Grantee, for the better Payment of the Annuity. An Agreement that the Grantor ſhall keep, and, on Requeſt, produce the Counterparts of Leaſes* 387

Numb. VI. *A Deed of Grant, Bargain*, &c. *of Fee-Farm Rents, to Truſtees for a Feme Covert, to be at her ſeparate Diſpoſal; being purchaſed with her ſeparate Eſtate, by her Huſband's Conſent, who is one of her Truſtees* 391

Infant. *See* Petition.

Leaſes.

Numb. I. *A Leaſe for Years, from one to one, of Houſe and Lands in the Country; with a great Number of ſpecial Covenants as in the Margin. Exception of Trees* 395

Numb. II. *A Leaſe from the Father who is Tenant for Life, and the Son who has the Remainder in the Inheritance, of a Houſe, Garden*, &c. *with proper Covenants. A Proviſo in favour of the Tenant, for determining the Term on Notice* 399

Numb. III. *A Leaſe for three Lives from a Prebendary; of a Prebend, Tithes*, &c. *with Exception of a Preſentation. An Appointment of an Attorney to make Livery of Seiſin* 401

Numb. IV. *A Demiſe from one to one, of two different Parcels, for Terms with different Commencements, but ending together. Reſervation of Rent accordingly. A Clauſe of Surrender at a certain Time* 403

Numb. V. *A Leaſe by Father, Tenant for Life, and Son, Remainder-man of the Inheritance, of a Piece of Garden-Ground, to accommodate a Tenant of a Meſſuage*, &c. *Power given to incloſe. Proviſo for determining this Leaſe along with the former* 406

Numb. VI. *A Leaſe of a capital Meſſuage in* London, *deſcribed by its Rooms*, &c. *Some ſpecial, beſides the uſual, Covenants* 407

Numb. VII. *A Leaſe of two Houſes, Lands*, &c. *Rent reſerved in Money and Cyder. Exception of Timber-Trees. The Tenant covenants to preſerve them, and Fruit-Trees. He is to have Houſe-bote and Plough-bote by Aſſignment of the Leſſor. He is to repair, (except in caſe of Fire and Tempeſt) and may pull down certain Houſes. Other ſpecial Agreements* 410

Numb. VIII. *A Leaſe of Land and Houſes; ſome to be pulled down. The Tenant to preſerve Trees. Not to plough in the laſt three Years. He may lop Trees for Plough-bote*, &c. 413

A Table of the Contents of the

Numb. IX. *A Leaſe of* Thavies Inn; *from the Truſtees for* Lincoln's Inn, *to the Principal and other Truſtees for* Thavies Inn Page 416

Numb. X. *A Leaſe of Stables,* &c. *and a Covenant to ſell to the Leſſee on Requeſt, for a certain Sum* 417

Numb. XI. *A Leaſe of Lands with an increaſed Rent for ploughing Part. Allowance to plough other Part for a certain Time, with a View to a future Leaſe to be taken; this being granted by a Perſon who had a particular Eſtate* 419

See Bargains, &c. 5. Demiſes.

Marriage-Articles and Agreements.

Numb. I. *Marriage-Articles,* &c. *reciting a Settlement, whereby a Term was raiſed for the Benefit of the intended Huſband, with Power to make a Jointure not exceeding a certain yearly Value: He hereby limits and appoints the ſame accordingly; and in purſuance of another Power, creates a Term to raiſe Portions for younger Children, and covenants to leave them a further Sum* 421

Numb. II. *An Agreement before Marriage, and Aſſignment of Part of the Woman's perſonal Eſtate, conſiſting of Leaſehold,* Bank *Stock,* India *Bonds,* &c. *to Truſtees, to be for and at her ſeparate Uſe and Diſpoſal. Power to ſell, and place out the Money at Intereſt, and to fill up the Number of Truſtees. The Huſband covenants to leave her a third of his Eſtate, if ſhe ſurvive* 425

Numb. III. *Articles before Marriage, for ſettling divers Freehold and Leaſehold Eſtates; with Variety of Limitations, Powers and Proviſoes, as in the Margin* 430

Numb. IV. *Articles before Marriage; whereby the intended Huſband and Wife agree, that two Bonds (which are her Portion) be and are aſſigned to Truſtees; the Money to be laid out in Lands, to be ſettled as abſtracted in the Margin; with ſeveral Powers for renewing the Truſt, indemnifying the Truſtees, and making Appointments* 439

Numb. V. *Articles previous to the Marriage of a Captain in the* Eaſt-India *Service, with a Citizen's Daughter; containing many Diſpoſitions as to the Wife's Portion and Huſband's Eſtate. See the Margin* 445

Numb. VI. *Articles before Marriage; in which the Huſband covenants to ſettle Manors,* &c. *of Inheritance of a conſiderable Value, and to make a Jointure; and for Payment of the Jointure, and yearly Value of the Rent, in caſe of his Death before Settlement made. The Lady's Father covenants to pay further Sums upon Contingencies* 449

Numb. VII. *Articles before Marriage; whereby it is covenanted that a certain Proportion of the Huſband's perſonal Eſtate ſhall be left to the Wife and Children; and the Copyhold of the Wife ſhall be ſurrendered to Uſes particularly mentioned* 453

Numb. VIII. *An Agreement before Marriage, that Part of the Wife's Eſtate ſhall be at her Diſpoſal, as herein mentioned* 454

Numb. IX. *An Agreement before Marriage, that the intended Huſband and Wife ſhall each have their own ſeparate Eſtates. An Aſſignment of hers (being perſonal Eſtate) to Truſtees, to the Uſes in the Margin* 457

Numb. X. *A Deed of Covenants, between a Citizen of* London *and his Son-in-law; to give an Addition to the Daughter's Portion; which is accepted in full of her Advancement, and in lieu of the Cuſtom* 460

Numb. XI. *A Covenant before Marriage, by the Huſband; that the Wife may diſpoſe of Jewels,* &c. *and that he will not obſtruct her, but confirm,* &c. 462

Numb. XII. *Marriage-Articles; containing an Acquittance for the Wife's Portion provided for her by her Father's Settlement; and an Agreement as to the Diſpoſition of Part of an Eſtate, coming to her from her Grandfather. The ſame to be inveſted in a Purchaſe of Lands, to be ſettled with uſual Limitations* 463

Numb. XIII. *Articles before Marriage, by which the intended Huſband having before agreed to transfer to Truſtees* South-Sea *Annuities, now directs the Truſt of them to be inveſted in a Purchaſe of Lands to be ſettled, as more fully in the Margin. Proviſions for Childrens Portions, Maintenance and Education. Directions about Clauſes to be contained in the Settlement* 465

several Precedents in Vol. I.

Numb. XIV. *Articles before the Marriage of a Daughter of a Freeman of* London. *Her Father covenants to pay a Sum, in lieu of all Portions, the Cuſtom, &c. and the Huſband to pay the like Sum. Theſe Monies to be inveſted by Truſtees in a Purchaſe of Lands to be ſettled, as in the Margin. Directions for Clauſes in the Settlement. Proviſion for placing the Money at Intereſt till Purchaſe made. Indemnity, &c. to the Truſtees. Eventual Proviſions for the Wife in different Caſes* Page 472

Numb. XV. *A Conveyance before Marriage, by the intended Wife to the Huſband and his Truſtee, of a Mortgage in Fee, as Part of her Portion* 476

Numb. XVI. *Articles of Separation between Huſband and Wife. The Huſband demiſes Lands to ſecure her a certain yearly Sum for a ſeparate Maintenance, with Augmentation on the Death of his Father and Mother. Her Truſtee covenants to indemnify the Huſband againſt her Debts, &c.* 477

Numb. XVII. *Articles before the Marriage of a Freeman of* London, *a Widower, who has a Son living by a former Wife. The Huſband covenants that his perſonal Eſtate ſhall be liable to the Cuſtom; and that he will not make a Purchaſe to defeat it. There are other ſpecial Circumſtances, mentioned in the Margin* 479

Numb. XVIII. *Marriage-Articles between a Citizen of* London *(ſince the Act concerning Freemens Eſtates) and a Widow and her Truſtees. Her Leaſeholds,* East-India *Bonds,* South-Sea *Stock and Annuities, Plate and Jewels, ſettled to be at her Diſpoſal: He to take the Profits during their joint Lives, towards Houſekeeping. She and their Children to have the Benefit of the Cuſtom of* London, *notwithſtanding the Act* 482

Numb. XIX. *Articles on Marriage; where the intended Wife being intitled to certain Proviſions under her Father's Marriage-Settlement, and her Grandfather's Will, the intended Huſband agrees to accept a Sum of Money in lieu of them; and on Payment thereof to Truſtees, to releaſe thoſe Demands, but not future Contingencies* 488

Numb. XX. *Articles before Marriage; by which the intended Huſband (in purſuance of a Power given by his Uncle's Will) ſettles a third Part of the deviſed Lands on the Wife, &c. He alſo, taking his Uncle's Name, limits the Lands to Sons of the Marriage in Tail Male; raiſes a Term to provide Portions for younger Children; covenants to pay off a Mortgage, and to ſettle Part of that Land on the Wife, and to enlarge her Settlement on the falling-in of Annuities; and to leave perſonal Eſtate to her Children* 491

Numb. XXI. *Articles before Marriage; reciting a Marriage-Settlement of equal Date, under which Part of the Portion being paid, the Reſidue is by theſe Articles agreed to be placed out by Truſtees for the Benefit of the Huſband, Wife, and younger Children; and if no Child, to the Survivor of Huſband and Wife. The Huſband may have the Money on ſettling an Equivalent in Land. Indemnification againſt his Father's Will and Codicil. Money and Jewels under her Mother's Will to be at her ſeparate Diſpoſal* 498

Numb. XXII. *Articles before Marriage. The intended Huſband's Father covenants to pay him a Sum of Money, and another Sum to Truſtees: The Wife's Father covenants alſo to pay a Sum to the ſame Truſtees for her Portion. Theſe two latter Sums to be laid out in Lands, and ſettled. The Subſtance of the Settlement directed. Indemnity to the Truſtees* 504

Marriage-Settlements. *See* Marriage-Articles. *And for* Settlements after Marriage, *ſee* Settlements.

Numb. I. *A Marriage-Settlement (in which the Mother and Siſter of the intended Huſband join) of Freeholds, Copyholds and a Biſhop's Leaſe. Terms raiſed to provide Portions on different Events, and to indemnify the ſettled Eſtates againſt a Proviſion for a Brother who is a Minor. See the Margin* 510

Numb.

Numb. II. *A Settlement before Marriage; by the Father, Mother and Son, (the intended Husband) of Freehold, Copyhold, Corporation Leases, Church Leases, and other Leasehold Interests; some for Lives, some for Years; with Variety of Limitations, &c. for the Benefit of Father, Mother, Husband, Wife, Issue of that or any other Marriage, and Remainder to the Husband's Brother, &c.* Page 525

Numb. III. *A Settlement by a Widower, on his Marriage with a second Wife: Pin-Money and a Jointure provided, and Terms in Trustees for the better Payment of each. Usual Limitations to first and other Sons in Tail Male, Remainder to Brothers of the Husband, &c. Terms to raise Portions for younger Children; and for Daughters, if no Son. Power of Revocation as to the Collateral Remainder. Other Matters as in the Margin* 543

Numb. IV. *A Marriage-Settlement; in which the Father of the intended Husband joins, the Lady's Portion being paid to him. A Rent-Charge, Tax-free, for a Jointure, in bar of Dower: Part limited to the Father for Life, Remainder to his Wife for Life, &c. several Terms of different Parts created, for better securing the Jointure, to indemnify against Portions of the Husband's Uncles, to raise Portions for younger Children, or for Daughters, if no Son. Provisoes for ceasing Terms, &c. on unusual Contingencies. Power to make a Jointure to a future Wife. Leasing Powers, and good Covenants* 557

Numb. V. *A Marriage-Settlement; in which the Lady's Mother pays half the Portion to the Husband, and half to Trustees. A Term for Pin-Money. A Rent-Charge, free of Taxes, for a Jointure in bar of Dower. Usual Limitations in Tail. Several Terms raised for better Payment of the Jointure, and to raise Portions for younger Children. Leasing Power and usual Covenants. The Trust of the Moiety of the Portion is, the Profits to the Husband for Life; then the Principal to younger Children, &c. if none, to the Executors, &c. of the Husband. Powers to place it out, &c.* 570

PRECEDENTS

PRECEDENTS IN CONVEYANCING.

Acquittances.

An Acquittance for Purchaſe-Money, the Conſideration of an Aſſignment of a College-Leaſe. N° 1.

KNOW all Men by theſe preſents, That I *Anne Arnely*, of, *&c.* Widow, do hereby acknowledge that I have this Day had and received of and from *Benjamin Bingley* of, *&c.* Eſq; the Sum of 1150 *l.* of lawful Money of *Great Britain*, in full for the abſolute Purchaſe of my Leaſe, Term and Intereſt of and in the Rectory and Parſonage of *Caxton* in the ſaid County of *Eſſex*; and the Tithes and other Hereditaments with the Appurtenances thereto belonging, or therewith uſed, which ſaid Rectory, *&c.* I have this Day aſſigned and conveyed to him the ſaid *Benjamin Bingley*, his Executors, Adminiſtrators and Aſſigns, in and by one Indenture bearing even Date herewith, and made between me the ſaid *Anne Arnely* of the one Part, and the ſaid *Benjamin Bingley* of the other Part, which ſaid Sum of 1150 *l.* is the ſame Sum in the ſaid Indenture meant and intended by the competent Sum of lawful Money of *Great Britain* therein expreſſed to be to me paid by the ſaid *Benjamin Bingley* as the Conſideration of the ſame Indenture; of and from which ſaid Sum of 1150 *l.* and all Actions, Suits, Coſts, Charges, Damages and Demands, for, or on Account thereof, I the ſaid *Anne Arnely* do hereby for myſelf, my Heirs, Executors and Adminiſtrators, acquit, releaſe, and diſcharge the ſaid *Benjamin Bingley*, his Executors, Adminiſtrators and Aſſigns, and every of them, and the ſaid Rectory, Tithes, Hereditaments and Premiſſes for ever, by theſe Preſents. In witneſs, *&c.*

Reference to the Purchaſe Deeds.

The Clauſe of Releaſe.

A Releaſe by Truſtees of a Charity School, to Executors for a Legacy bequeathed by their Teſtator, to the Charity. N° 2.

WHEREAS *Amos Archer*, late of the Pariſh of *Betton* in the County of *Cambridge*, Gent. deceaſed, did in and by his laſt Will and Teſtament, bearing Date the ſixth Day of *December* now laſt paſt (amongſt other Things) give to and for the Uſe of the poor Boys of the Charity School of the Pariſh of *Betton* aforeſaid, the ſum of 30 *l.* to be paid to the Truſtees of the ſaid School, or to ſuch Perſon or Perſons as they or any three or more of them ſhould direct by any Writing under their Hands, in order to be placed out at Intereſt by the ſaid Truſtees for the Benefit of the ſaid poor Boys, in ſuch Manner as the ſaid Truſtees ſhould think fit, as by the ſaid in part recited Will, relation being thereunto had, may appear: Now know all Men by theſe Preſents, that we *Denzil Due* Taylor, *Ezra Ellis* Hatter, *Felix Fiſh* Fiſhmonger, and *Guy Gill* Gentleman, all of the Pariſh of *Betton* aforeſaid, Truſtees of the ſaid Charity School, do hereby acknowledge

The Will recited.

The Releaſe.

to have this Day had and received of and from Mr. *Hugh Hill*, one of the Executors of the ſaid laſt Will of the ſaid *Amos Archer* the Sum of 30*l.* of lawful Money of *Great Britain*, in full Payment, Diſcharge and Satisfaction of and for the ſaid Legacy of 30*l.* ſo given and bequeathed for the Uſe of the ſaid poor Boys of the ſaid Charity School as aforeſaid, of and from which ſaid Legacy or Sum of 30*l.* and all Actions, Suits, Claims and Demands, for, or on Account thereof, we the ſaid *Denzil Due*, *Ezra Ellis*, *Felix Fiſh*, and *Guy Gill*, do hereby acquit, releaſe, and diſcharge the ſaid *Hugh Hill*, his Executors and Adminiſtrators, and the Executors and Adminiſtrators of the ſaid *Amos Archer* for ever by theſe Preſents. In witneſs, *&c.*

N° 3. *A Releaſe for a Legacy.*

KNOW all Men by theſe Preſents, that I *Alice Archer*, Widow and Relict of *Bernard Archer* late of *London* Gentleman, do hereby acknowledge to have this Day had and received of and from Mr. *David Deal*, Mr. *Hugh Hill*, and Mr. *Felix Fry*, Executors of the laſt Will and Teſtament of Mr. *Amos Archer*, late of the Pariſh of *Betton* in the County of *Cambridge*, Gent. deceaſed, bearing Date on or about the ſixth Day of *December* now laſt paſt, the Sum of 60*l.* of lawful Money of *Great Britain*, in full Payment, Diſcharge and Satisfaction of and for the ſaid Legacy of 60*l.* given me in and by the ſaid Will of the ſaid *Amos Archer*, of and from which ſaid Legacy or Sum of 60*l.* and all Actions, Suits, Claims and Demands, for, or on Account thereof, I the ſaid *Alice Archer* do hereby, for myſelf, my Executors and Adminiſtrators, acquit, releaſe and diſcharge the ſaid *David Deal*, *Hugh Hill*, and *Felix Fry*, their Executors and Adminiſtrators, and the Executors and Adminiſtrators of the ſaid *Amos Archer* for ever, by theſe Preſents. In witneſs whereof I the ſaid *Alice Archer* have hereunto ſet my Hand and Seal, *&c.*

N° 4. *A Releaſe of a Bond which ought to be delivered up, but is recited to be loſt or miſlaid.*

The Bond recited.

WHEREAS in and by one Bond or Obligation, bearing Date on or about the 30th Day of *November*, which was in the Year of our Lord 1693, *Arthur Archer* Citizen and Haberdaſher of *London*, and *Bryan Archer* of *Condale* in the County of *Durham* Tobacconiſt, are and ſtand jointly and ſeverally bound unto me *Edmund Eades* of *Condale* aforeſaid, Baker, in the penal Sum of 60*l.* conditioned for the Payment of the Sum of 30*l.* principal Money, and Intereſt for the ſame, at ſuch Time and Place as is therein for that Purpoſe mentioned: And

And that it is loſt. *&c.*

whereas the ſaid Bond or Obligation is ſome ways loſt or miſlaid, ſo as that the ſame cannot be at preſent delivered up unto the ſaid *Arthur Archer* and *Bryan Archer*, to be cancelled upon their paying the ſaid Sum of 30*l.* and Intereſt: And

And that the Obligors have paid the Money.

whereas the ſaid *Arthur Archer* and *Bryan Archer* have, or one of them hath, at or before the Enſealing and Delivery of theſe Preſents, well and truly paid unto me the ſaid *Edmund Eades* the Sum of 30*l.* 12*s.* in full Payment, Diſcharge and Satisfaction of and for the ſaid principal Sum of 30*l.* and all Intereſt due for the ſame

The Receipt.

until the Day of the Date of theſe Preſents: Now know all Men by theſe Preſents, that I the ſaid *Edmund Eades* do hereby acknowledge to have had and received of the ſaid *Arthur Archer* and *Bryan Archer*, or one of them, the ſaid Sum of 30*l.* 12*s.* in full Payment, Diſcharge and Satisfaction of, and for the ſaid principal Sum of 30*l.* and all Intereſt due for the ſame until the Day of the Date of theſe Preſents, and of and from the ſame and every Part thereof do hereby acquit, releaſe and diſcharge the ſaid *Arthur Archer* and *Bryan Archer*, and each of them, their and each of their Heirs, Executors and Adminiſtrators for ever by theſe

and Releaſe.

Preſents. And further, I do hereby for myſelf, my Executors and Adminiſtrators, releaſe and diſcharge the ſaid Bond or Obligation, and the Sum and Sums of Money therein contained, and thereby recoverable; and all and every other Bonds, Obligations, Bills, Specialties, and other Securities for Money whatſoever; and all and every Sum and Sums of Money therein contained, and thereby recoverable;

and

and alſo all and every Action, Cauſe and Cauſes of Actions, Suits, Claims and Demands whatſoever, which I the ſaid *Edmund Eades* can or may have or claim againſt the ſaid *Arthur Archer* and *Bryan Archer*, or either of them, their, or either of their Heirs, Executors or Adminiſtrators, from the Beginning of the World to the Day of the Date of theſe Preſents. In witneſs whereof I the ſaid *Edmund Eades* have hereunto ſet my Hand and Seal the 20th Day of *May Anno Domini* 1695, and in the ſeventh Year of, *&c.*

Sealed and delivered (being firſt duly ſtamped) in the Preſence of

A Releaſe of Legacies charged on Lands, by the Legatees and Deviſee to the Purchaſor; he covenants to produce the Receipts for the Benefit of the Deviſee Executrix. N° 5.

TO all to whom theſe Preſents ſhall come, Dame *Agnes Aſh*, one of the Daughters of Sir *Barnaby Bray* late of *Condell* in the County of *Dorſet*, Knight, deceaſed, *Eſther Aſh*, one of the Daughters of the ſaid Dame *Agnes Aſh*, *Felix Foot* Gentleman, *Gertrude Foot*, *Helena Foot*, and *John Foot*, Sons and Daughters of *Gertrude Foot* Widow, one other of the Daughters of the ſaid Sir *Barnaby Bray*, and *Kenelm Kemp*, Gent. Son of *Lewis Kemp*, Eſq; deceaſed, and Executor of his laſt Will and Teſtament, ſend Greeting. Whereas the ſaid Sir *Barnaby Bray* in and by his laſt Will and Teſtament, bearing Date on or about the 10th Day of *February* which was in the Year of our Lord 1711, did (amongſt other Things therein contained) give, deviſe, and bequeath all his Manor of *Condell*, with the Rights, Members and Appurtenances thereto belonging, as alſo all other his Lands, Tenements and Hereditaments in *Condell* and *Mytta* in the ſaid County of *Dorſet*, unto his Wife Dame *Olivia Bray* (ſince deceaſed) and his Daughter the ſaid Dame *Agnes Aſh*, and their Heirs for ever, upon ſpecial Truſt and Confidence that they, and the Survivor of them, ſhould as ſoon as conveniently they could after his Deceaſe, ſell and diſpoſe of all or any Part of the Premiſſes to any Purchaſor or Purchaſors who ſhould offer the higheſt Price for the ſame, or any Part thereof, for and towards Payment of his Debts and Legacies. And the ſaid Sir *Barnaby Bray* did by his ſaid Will further give and deviſe unto the ſaid Dame *Agnes Aſh* all his Manors, Lands and Tenements which ſhould remain unſold after his Debts and Legacies were firſt ſatisfied and paid; and alſo all ſuch Money, whether it ſhould be in Arrear, or the remaining Part of the Money which ſhould ariſe by Sale of his whole Eſtate, after his Debts and Legacies were firſt ſatisfied and paid. And the ſaid Sir *Barnaby Bray* did by his ſaid Will give and bequeath unto his Grand-daughters *Agnes Aſh* and *Grizel Aſh* the Sum of 600*l.* a-piece, and unto his Daughter the ſaid Dame *Agnes Aſh* the Sum of 600*l.* ſo as ſhe ſhould deliver up and cancel a Defeazance of a Judgment of 2500*l.* and acknowledge Satisfaction on Record upon Receipt of 800*l.* which was all he then owed her, and which ſum of 800*l.* he ordered to be paid unto her out of the firſt Money that ſhould be raiſed out of his real and perſonal Eſtate. And the ſaid Sir *Barnaby Bray* did by his ſaid Will give and bequeath unto his Daughter *Gertrude Foot* the Sum of 600*l.* (with 240*l.* whereof he directed and appointed his Executors to pay off and diſcharge a Mortgage of *Purrow* made by her the ſaid *Gertrude Foot* to the ſaid Teſtator, in Truſt for Mrs. *Ruth Roll* Widow.) And alſo did give and bequeath unto the ſaid *Felix Foot* the Sum of 500*l.* And to each of the ſaid *Gertrude Foot*'s two Daughters, *viz.* the ſaid *Gertrude Foot* and *Helena Foot*, the Sum of 500*l.* a-piece. To her Son the ſaid *John Foot* 240*l.* and to her Son *Simon Foot* the Sum of 240*l.* And the ſaid Sir *Barnaby Bray* did thereby further give unto his Executors the Sum of 240*l.* to be divided by 60*l.* a-piece unto each of the four Daughters of the ſaid Mrs. *Ruth Roll* at their ſeveral Ages of twenty-one Years or Days of Marriage, which ſhould firſt happen; And did thereby further give and bequeath unto the ſaid Dame *Agnes Aſh* the Sum of 600*l.* in Truſt and Confidence, that by the Intereſt and Produce thereof ſhe ſhould ſupport and maintain the

The Will recited, whereby a Manor, *&c.* is deviſed to Truſtees to ſell, to pay Debts and Legacies.

The Reſidue to one of the Deviſees.

A Legacy to her on Condition of cancelling a Defeazance of a Judgment, and acknowledging Satisfaction.

Another Legacy to another Daughter.

Other Legacies.

the two Ideots *Tabitha* and *Urſula Bray*; and after their Deceaſe he gave and bequeathed unto her the ſaid Dame *Agnes Aſh* the ſaid 600 *l.* And he further gave and bequeathed unto the Poor of *Condell* the Sum of 30 *l.* and unto the ſaid *Lewis Kemp*, and unto *Walter Wayne* 60 *l.* a-piece, and unto *Xerxes Xoll* and *Zacheus Zouch* his Servants 30 *l.* a-piece, and to *Ann Aſtry* 10 *l.* to lame Mrs. *Ball* 20 *l.* and to *Caleb Coe* 5 *l.* And of his ſaid Will made the ſame Dame *Olivia Bray* and Dame *Agnes Aſh* Executrixes, as by the ſaid Will may more fully appear. And whereas *David Dent*, Eſq; only Son and Heir of Sir *Edmund Dent* late of *London*, Knight, deceaſed, hath under a late Decree of the High Court of Chancery purchaſed, or agreed to purchaſe the ſaid Manor, Lands, Tenements and Hereditaments, by the ſaid Will deviſed to be ſold as aforeſaid, for the Sum of 12000 *l.* of lawful Money of *Great Britain:* And whereas the ſaid *David Dent* hath in Purſuance of an Order of the ſaid Court of Chancery brought before and paid to *William Rogers*, Eſq; one of the Maſters of the ſame Court, the Sum of 840 *l.* Part of the ſaid Sum of 12000 *l.* in order to anſwer and make good the ſaid Sum of 600 *l.* given to the ſaid Dame *Agnes Aſh* in Truſt, that by the Intereſt and Produce thereof ſhe ſhould ſupport and maintain the ſaid two Ideots *Tabitha* and *Urſula Bray* as aforeſaid; and alſo to anſwer and make good the ſaid Sum of 240 *l.* given to his Executrixes to be divided by 60 *l.* a-piece to the ſaid four Daughters of the ſaid *Ruth Roll*, according to the Directions of the ſaid Will for that Purpoſe: And whereas the ſaid *Simon Foot* departed this Life in the Life-time of the ſaid Sir *Barnaby Bray*, as by a Certificate under the Hand of Mr. *Fulk Fell* (Secretary to the *Eaſt India* Company) appears, whereby his ſaid Legacy of 240 *l.* did ceaſe and become void: And whereas the ſaid ſeveral and reſpective Legacies by the ſaid Will given to the ſaid *Agnes Aſh* and *Grizel Aſh*, Grand-daughters of the ſaid Sir *Barnaby Bray*, and to the ſaid *Walter Wayne*, *Xerxes Xoll*, *Zacheus Zouch*, *Anne Aſtry*, Mrs. *Ball* and *Caleb Coe*, are all paid and ſatisfied, as by the ſeveral Receipts and Diſcharges for the ſame may appear: And whereas alſo the ſaid Legacy of 600 *l.* given by the ſaid Will to the ſaid *Gertrude Foot*, Daughter of the ſaid Sir *Barnaby Bray* is alſo paid, and the ſaid Mortgage of *Purrow* diſcharged by 240 *l.* Part of the ſaid Legacy of 600 *l.* according to the Direction of the ſaid Will, as by the Diſcharges for the ſame may appear: And whereas the ſaid Dame *Agnes Aſh* hath cauſed Satisfaction to be acknowledged upon Record of the ſaid Judgment of 2500 *l.* and hath delivered up and cancelled the Defeazance thereof, having received the ſaid 800 *l.* thereon due out of the Eſtate of the ſaid Sir *Barnaby Bray*, whereby ſhe is intitled to the ſaid Legacy or Sum of 600 *l.* given her in ſuch Caſe by the Will of the ſaid Sir *Barnaby Bray:* And whereas all other the Debts of the ſaid Sir *Barnaby Bray* are fully paid and ſatisfied, as the ſaid Dame *Agnes Aſh* affirms: And whereas the ſaid *David Dent* hath on the Day of the Date hereof, by the Order and Appointment of the ſaid Dame *Agnes Aſh*, (teſtified by her Signing and Sealing theſe Preſents) paid and ſatisfied by and out of the Purchaſe-Money of the Premiſſes the ſeveral Sums of Money herein aftermentioned unto the reſpective Legatees herein after named, being all the Legatees in the ſaid Will named whoſe Legacies are yet ſtanding out and unpaid, except the ſaid Legacies ſo brought before the ſaid Maſter as aforeſaid (that is to ſay) unto the ſaid *Eſther Aſh* the Sum of 600 *l.* of lawful Money of *Great Britain*; unto the ſaid Dame *Agnes Aſh* the Sum of 600 *l.* of like Money; unto the ſaid *Felix Foot* the Sum of 500 *l.* of like Money; unto the ſaid *Gertrude Foot* the Daughter the Sum of 500 *l.* of like Money; unto the ſaid *Helena Foot* the Sum of 500 *l.* of like Money; unto the ſaid *John Foot* the Sum of 240 *l.* of like Money; and unto the ſaid *Kenelm Kemp* the Sum of 60 *l.* of like Money: Now know ye, That the ſaid Dame *Agnes Aſh*, *Eſther Aſh*, *Felix Foot*, *Gertrude Foot* the Daughter, *Helena Foot*, *John Foot*, and *Kenelm Kemp*, do hereby reſpectively acknowledge the Receipt and Payment of the ſaid ſeveral and reſpective Sums of Money herein beforementioned to be to them reſpectively paid as aforeſaid; and that the ſame are and were ſo paid to them reſpectively, in full Diſcharge and Satisfaction of the ſaid ſeveral and reſpective Legacies or Sums of Money ſo given to them reſpectively in and by the ſaid recited Will as aforeſaid, (all Intereſt for the ſame Legacies being paid until the Day of the Date of theſe Preſents) of and from which ſaid reſpective Legacies, and all Intereſt due for the ſame, and all Actions, Suits, Claims and Demands on account thereof, they the ſaid Dame *Agnes Aſh*, *Eſther Aſh*, *Felix Foot*,

Executrixes appointed.

An Agreement for the Purchaſe recited, under a Decree in Chancery, and Part of the Purchaſe Money paid into Court.

And that one Legatee died in the Teſtator's Life-time, whereby his Legacy is lapſed.

Other Legacies paid.

That Satisfaction is acknowledged, and Defeazance cancelled,

and all the Debts paid.

And the reſt of the Legacies now paid by the Purchaſor.

The Releaſe of the Legacies.

Gertrude Foot the Daughter, *Helena Foot*, *John Foot*, and *Kenelm Kemp*, do hereby reſpectively acquit, releaſe, exonerate and diſcharge the ſaid *David Dent*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and the ſaid Manor, Lands, Tenements and Hereditaments ſo by him purchaſed, or agreed to be purchaſed as aforeſaid, and every Part thereof. And the ſaid *David Dent* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid Dame *Agnes Aſh*, her Executors and Adminiſtrators, that he the ſaid *David Dent*, his Heirs, Executors or Adminiſtrators, ſhall and will at any Time or Times hereafter, at the requeſt and Charges of the ſaid Dame *Agnes Aſh*, her Executors or Adminiſtrators, produce and ſhew forth, or cauſe and procure to be produced and ſhewn forth unto her or them, or in any Court of Law or Equity or otherwiſe, as occaſion ſhall be or require (unleſs hindered or prevented by Fire or other inevitable Accident) all and every or any the beforementioned Receipts and Diſcharges for the Legacies or Sums of Money herein before recited to be already paid, for the better enabling her or them to prove the Payment thereof. In witneſs whereof the ſaid Dame *Agnes Aſh*, *Eſther Aſh*, *Felix Foot*, *Gertrude Foot*, the Daughter, *Helena Foot*, *John Foot*, and *Kenelm Kemp*, and alſo the ſaid *David Dent* have to theſe Preſents, and to a Duplicate thereof to remain with the ſaid Dame *Agnes Aſh*, ſet their Hands and Seals the 10th Day of *Auguſt* in the fifth Year, *&c. Annoque Domini* 1719.

The Purchaſor covenants to produce the Receipts, *&c.* in favour of the Executrix.

An Acquittance for a Portion, paid by making a Mortgage to a Truſtee for the Husband, which hath been aſſigned to another on his Payment of the Money to the Truſtee. No. 6.

TO all to whom theſe Preſents ſhall come, *Abel Alkin*, Eſq; youngeſt Brother of *Bernard Alkin* of *Crowton* in the County of *Dorſet*, Eſq; now reſiding at *Leghorn*, ſendeth Greeting. Whereas previous, and in order to the Marriage lately had and ſolemnized between the ſaid *Abel Alkin* and *Frances* his now Wife, only Daughter of *Guy Gyles* of *Hennon* in the County of *Kent*, Eſq; by *Lucy* his Wife, the ſaid *Guy Gyles* did agree to give to the ſaid *Abel Alkin* the Sum of 6000*l.* in full for the Portion of the ſaid *Frances*, and for the Legacy given her by *Mark Moor*, Eſq; and all Intereſt for the ſaid Legacy; and in full for all Portions and Proviſions, Sum and Sums of Money given to or provided for the ſaid *Frances* by any Settlement, Will, Deed of Truſt or otherwiſe howſoever. And thereupon the ſaid *Guy Gyles*, in Purſuance of the ſaid recited Agreement did, to the good liking of the ſaid *Abel Alkin*, ſecure to or in Truſt for him the ſaid *Abel Alkin*, the Payment of the ſaid 6000*l.* with Intereſt, by a Mortgage in Fee of the Manor of *Hennon*, and other the Manors, Meſſuages, Lands and Hereditaments of the ſaid *Guy Gyles* in the ſaid County of *Kent*, by certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the 9th and 10th Days of *September* now laſt paſt, and by Fine in the ſame Indenture of Releaſe covenanted to be levied, and which was duly levied accordingly; which ſaid Mortgage and Security was made and given to and taken in the Name of *Noah Alkin*, Eſq; Brother of the ſaid *Abel Alkin*, but in Truſt for him the ſaid *Abel Alkin* only. And whereas *Owen Oſburn* of *London*, Eſq; with the Privity and Conſent, and at the Requeſt, and for the proper Uſe of the ſaid *Abel Alkin* (which he doth hereby teſtify and acknowledge) hath lately paid and ſatisfied unto the ſaid *Abel Alkin* the ſaid Sum of 6000*l.* (all Intereſt for the ſame having been previouſly paid by the ſaid *Guy Gyles*) upon Payment of which ſaid Sum of 6000*l.* and Intereſt in manner aforeſaid, the ſaid Mortgage and Security for the ſame hath been duly conveyed and transferred unto, and to the Uſe of the ſaid *Owen Oſborn*, his Heirs and Aſſigns, as by certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the third and fourth Days of *March* now laſt paſt, and other Aſſurances therein mentioned or referred to, may appear: Now know ye, that the ſaid *Abel Alkin* in Conſideration of the Premiſſes doth hereby acknowledge, that the ſaid Sum of 6000*l.* ſo paid to the ſaid *Noah Alkin* by the ſaid *Owen Oſborn* as aforeſaid, was and is ſo paid at the Requeſt, and for the proper Uſe of him the ſaid *Abel Alkin*; and that the ſame was and is ſo paid, and the ſaid *Abel Alkin* doth hereby accept the ſame as and in full of and for the Portion of the ſaid

Recital of an Agreement before the Huſband's Marriage.

And of Payment of the Portion by a Mortgage to a Truſtee for the Huſband.

And that a Stranger hath paid off the Money to the Huſband's Truſtee,

and that the Mortgage hath been aſſigned to his Uſe.

Declaration that the Money is paid at the Huſband's Requeſt, for the Portion and Legacy, and Intereſt,

ſaid *Frances* his now Wife, and of and for the ſaid Legacy given her by the ſaid *Mark Moor*, and all Intereſt thereof; and of and for all other Portion and Portions, Proviſions and Sum and Sums of Money whatſoever provided for, or due to the ſaid *Frances*, or to the ſaid *Abel Alkin* in her Right, or either of them. And further, the ſaid *Abel Alkin* doth hereby acquit, releaſe and diſcharge the ſaid *Guy Gyles*, and the Truſtees in the Marriage Settlement of the ſaid *Guy Gyles* and the ſaid *Owen Oſborn*, each and every of them, their and each and every of their Heirs, Executors and Adminiſtrators, Manors, Meſſuages, Lands, Tenements and Hereditaments, Goods and Chattels, of and from the Payment of the ſaid 6000*l.* and Intereſt, and every or any Part thereof. In witneſs whereof the ſaid *Abel Alkin* hath hereunto ſet his Hand and Seal this tenth Day of *May* in the 2d Year of the Reign of our Sovereign Lord *George* the ſecond, by the Grace of God King of *Great Britain*, &c. *Annoque Domini* 1728.

and Releaſe hereof.

No. 7. *An Acquittance for Part of Purchaſe-Money, being alſo an Agreement, and Declaration of Truſt by the Vendor a Deviſee, who has retained Part of the Money to pay the ſame to the Appointee or Appointees thereof, upon Circumſtances mentioned in the Margin.*

TO all to whom theſe Preſents ſhall come, *Abel Archer* of *London*, Brewer, ſendeth Greeting. Whereas *Barnaby Archer* late of *Condale* in the County of *Dorſet*, Gent. deceaſed, did in and by his laſt Will and Teſtament in Writing (among other Things) give and deviſe (after the Deceaſe of *Eve Archer* his then Wife, who is ſince deceaſed) unto his Brother the ſaid *Abel Archer* and his Heirs for ever, all his the ſaid Teſtator's Manor or Lordſhip of *Fotton* with the Appurtenances, and Lands and Tenements thereto belonging, ſituate in the Counties of *Glouceſter*, *Hertford*, and *Dorſet*, or one of them, which he bought of Mrs. *Joan Joy*, he the ſaid *Abel Archer* and his Heirs paying thereout the Sum of 600*l.* to ſuch Perſon or Perſons as ſhould or might be ſpecified by the laſt Will and Teſtament of her the ſaid *Eve*, to be given by her to ſome or any of the ſaid Teſtator's or her Relations of the Blood. And whereas the ſaid *Eve Archer* did afterwards by her laſt Will and Teſtament in Writing (among other Things) give and bequeath unto *Kenrick Kirby*, *Luke Kirby*, and *Mary Moor* therein named, the Sum of 150*l.* a-piece, (Part of the ſaid Sum of 600*l.* ſo payable by the ſaid *Abel Archer* and his Heirs as aforeſaid) who have all ſeverally received their ſaid reſpective Legacies, and given legal Diſcharges for the ſame. And ſhe did thereby give and bequeath unto the ſaid *Abel Archer* the Sum of 150*l.* Reſidue of the ſaid Sum of 600*l.* in Truſt, that he, his Executors or Adminiſtrators, ſhould put out the ſaid 150*l.* at Intereſt from Time to Time during the natural Life of *Nathaniel North* therein named, and the Intereſt or Increaſe thereof, as the ſame came in, ſhould likewiſe, during the Life of the ſaid *Nathaniel North*, be put forth at Intereſt for the Increaſe of the ſame; and that after the Deceaſe of the ſaid *Nathaniel North* the ſaid *Abel Archer*, his Executors or Adminiſtrators ſhould pay the ſaid principal Sum and all the Increaſe of the ſame, to ſuch Child of the ſaid *Nathaniel North* by him lawfully begotten as he ſhould happen to leave behind him at the Time of his Deceaſe, if he left but one; but if he ſhould leave more than one, then in Truſt to pay the ſame to ſuch Children by equal Portions; but if he ſhould leave no Iſſue, then in Truſt that the ſame ſhould be paid over to her Kinſman *Oliver North* (Brother of the ſaid *Nathaniel*) his Executors or Adminiſtrators, for his and their own Uſe to whom in ſuch Caſe ſhe gave and bequeathed the ſame. Provided that if the ſaid *Abel Archer*, his Executors or Adminiſtrators ſhould perceive the ſaid *Nathaniel North* to reform himſelf, and ſhould deſerve to have the ſaid principal Sum and its Intereſt, or any Part thereof, to put him into or ſupport him in ſome Buſineſs in the World, then it ſhould be lawful, and her Will was, that the ſaid *Abel Archer* his Executors and Adminiſtrators ſhould at once, or at Times, or as he or they ſhould think fit, pay unto the ſaid *Nathaniel North* the ſaid 150*l.* and the Increaſe thereof, or ſuch Part or Parts thereof, for the Purpoſes aforeſaid, as he the ſaid *Nathaniel North*, his Executors or Adminiſtrators ſhould think fit; but this to be wholly at the Diſcretion of the ſaid *Abel Archer*, his Executors or Adminiſtrators,

A Will recited.

Charging Lands with Money,

to be paid to the Appointees of the Deviſor's Widow in a certain Manner.

Her Will recited:

whereby ſhe gave the Money to three Perſons, and the Child or Children of a fourth; the former three have received their Monies.

And the Child or Children of the fourth to have the Reſidue (with Intereſt to be made thereof) after the Death of the Father.

For want of ſuch Child a Bequeſt over.

Provided that if the Father be judged by the Deviſee of the Lands, to deſerve, the Money may be paid to him.

tors,

tors, as by the ſaid recited Wills, Relation being thereunto reſpectively had, may appear. And whereas the ſaid *Abel Archer*, in Conſideration of the Sum of 3000*l.* of lawful Money of *Great Britain* to him paid by *Paul Penn* of *Condale* aforeſaid, Eſquire, hath lately ſold and conveyed the ſaid Manor, Lands and Hereditaments, with the Appurtenances, unto and to the Uſe of him the ſaid *Paul Penn*, his Heirs and Aſſigns: Now know ye, and the ſaid *Abel Archer* doth hereby acknowledge, teſtify, declare and agree, that he the ſaid *Abel Archer* hath by and out of the ſaid Sum of 3000*l.* ſo to him paid by the ſaid *Paul Penn* for the Purchaſe of the ſaid Manor and Premiſſes as aforeſaid, deducted and ſet apart the ſaid laſt mentioned Sum of 150*l.* and all the Intereſt thereof, and that the ſame was and is ſo paid to and received by him the ſaid *Abel Archer* thereout as aforeſaid in full for the ſaid Legacy, or Sum of 150*l.* in and by the ſaid recited Will of the ſaid *Eve Archer*, given and bequeathed to him upon the Truſts therein mentioned concerning the ſame, and all Intereſt thereof, of and from which ſaid laſt mentioned Legacy or Sum of 150*l.* and every Part thereof, and all Intereſt due or to grow due for the ſame, and every or any Part thereof, he the ſaid *Abel Archer* doth for himſelf, his Heirs, Executors and Adminiſtrators, acquit releaſe and diſcharge the ſaid *Paul Penn*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and the ſaid Manors, Lands, Hereditaments and Premiſſes and every of them, and every Part thereof, for ever by theſe Preſents. In witneſs, *&c.*

A recital that the Deviſee of the Lands has ſold them.

He declares and agrees hereby, that he has retained the reſiduary Money to be applied upon the Truſts in the Wills, and acquits the Purchaſer.

Affidavit. See **Purchaſe.**

Agreements.

A Creditor, who has a deſperate Debt due to him, agrees by theſe Articles with a Perſon who diſcovers a Fund upon which he may execute his Execution, to give the Diſcoveror half of what ſhall be ſo levied: The Diſcoveror covenants, in caſe of Eviction under a Commiſſion of Bankruptcy, to refund. No. 1.

Articles of Agreement indented, made, concluded and agreed upon this 16*th Day of* July Anno Domini 1732. *and in the Year*, &c. *between* Adam Anſley *of* Axton *in the County of* Bedford, *Eſquire, of the one Part, and* Charles Crew *of* Darton *in the County of* Middleſex, *Gent. of the other Part, as follows:*

WHEREAS the ſaid *Adam Anſley* did in or about *Eaſter* Term which was in the ſixth Year of the Reign of his late Majeſty King *George* over *England*, *&c.* recover and obtain in the Court of King's Bench at *Weſtminſter* againſt *Elias Edwards* of *London*, Merchant, one Judgment for 500*l.* Debt beſides Coſts of Suit, as by the Records thereof remaining in the ſaid Court doth more fully appear. Upon which Judgment there is yet due and owing unto the ſaid *Adam Anſley* the Sum of 350*l.* principal Money or thereabout beſides Intereſt. And whereas the ſaid *Charles Crew* at the requeſt of the ſaid *Adam Anſley* hath lately made Diſcovery to him the ſaid *Adam Anſley* of a certain Debt of 300*l.* or thereabouts, due and owing by *Francis Fane* of *London*, Merchant, to the ſaid *Elias Edwards*, and of the Time and Place of Payment of the ſaid Debt, to the End and Purpoſe that the ſaid *Adam Anſley* may have and take the ſaid 300*l.* when paid in Execution upon the ſaid Judgment towards Satisfaction of the Monies due to him thereupon: Now witneſs theſe Preſents, That in Conſideration of ſuch Diſcovery as aforeſaid, whereby the ſaid *Adam Anſley* may probably get and obtain ſome Part of the Monies due to him upon the ſaid recited Judgment which otherwiſe ſeemed a deſperate Debt, he the ſaid *Adam Anſley* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Charles*

A Judgment for Money recited.

and what is due thereon.

The Diſcovery of Money due to the Debtor recited.

The Creditor agrees to ſue Execution;

Charles Crew, his Executors and Adminiſtrators, in Manner following, (that is to ſay) That he the ſaid *Adam Anſley* ſhall and will at his own Coſts and Charges forthwith cauſe the ſaid Judgment to be revived, and Execution thereupon ſued forth, and uſe his utmoſt Endeavour to cauſe the ſaid 300*l.* to be taken in Execution thereupon. And further, That in Caſe the ſaid *Adam Anſley* ſhall at any Time or Times hereafter have or take the ſaid Sum of 300*l.* or any Part thereof, or any other the Eſtate of the ſaid *Francis Fane* which ſhall come to the Hands or Poſſeſſion of the ſaid *Elias Edwards*, in Execution upon the ſaid Judgment, then and in ſuch Caſe he the ſaid *Adam Anſley* ſhall and will forthwith pay and deliver unto the ſaid *Charles Crew*, his Executors or Adminiſtrators, to and for his and their own Uſe and Benefit, one Moiety or Half-part of ſuch Monies or Eſtate as ſhall be ſo taken in Execution as aforeſaid.

and in Caſe of recovering the Whole or Part, to pay a Moiety to the Diſcoveror.

The Diſcoveror covenants, in Caſe of Eviction by Means of a Commiſſion of Bankruptcy, to repay, &c.

In Conſideration whereof he the ſaid *Charles Crew* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Adam Anſley*, his Executors and Adminiſtrators, That in Caſe the ſaid Monies or Eſtate ſo to be taken in Execution as aforeſaid, or any Part thereof, ſhall at any Time afterwards, by reaſon or means of any Commiſſion of Bankrupt taken out or to be taken out againſt the ſaid *Elias Edwards*, or by any other Means whatſoever, be evicted or recovered back from the ſaid *Adam Anſley*, then and in ſuch Caſe he the ſaid *Charles Crew*, his Executors or Adminiſtrators ſhall and will forthwith thereupon repay unto the ſaid *Adam Anſley*, his Executors or Adminiſtrators, all ſuch Monies and Eſtate as he the ſaid *Charles Crew* ſhall have ſo had or received of the ſaid *Adam Anſley* aforeſaid. And further, That he the ſaid *Charles Crew*, his Executors or Adminiſtrators, ſhall and will pay or allow unto the ſaid *Adam Anſley*, his Executors or Adminiſtrators, one Moiety or Half-part of the Charges and Expences which he or they ſhall be put unto or ſuſtain by Reaſon or Means of any other or further Execution which ſhall be made or ſued out on the ſaid Judgment againſt any other Part of the Eſtate of the ſaid *Francis Fane* which ſhall come to the Hands or Poſſeſſion of the ſaid *Elias Edwards*, and of all other Charges occaſioned by ſuch Eviction or Recovering back of the Monies or Eſtate to be taken in Execution as aforeſaid: And laſtly, Each of them the ſaid *Adam Anſley* and *Charles Crew* doth hereby bind and oblige himſelf, his Heirs, Executors and Adminiſtrators, unto the other of them, his Executors and Adminiſtrators, in the penal Sum of 800*l.* of lawful Money of *England*, for the true and faithful Performance of all and every the Covenants and Agreements herein before contained, and which by them reſpectively are and ought to be done and performed reſpectively, as aforeſaid. In witneſs, &c.

and to allow the Creditor half Charges on another Part of the Caſe which may happen.

A reciprocal penal Obligation.

No. 2. *An Agreement between Co-Executors. Two Brothers being Executors of their Father, and one of them being ſole Executor of their Uncle; and they being intitled under both Wills to Monies upon Contingencies, agree by this Deed each of them to manage particular Parts of the Eſtates and to Account; and bind themſelves mutually in penal Sums for theſe Purpoſes.*

THIS Indenture made the 27th Day of *May Anno Domini* 1716, and in the ſecond Year of the Reign of our Sovereign Lord *George* by the Grace of God of *Great Britain*, &c. between *Abel Aſhton* of *London*, Merchant, one of the Executors of the laſt Will and Teſtament of *Abel Aſhton* late of *London*, Gentleman, deceaſed, and ſole Executor of the laſt Will and Teſtament of *Charles Aſhton*, late Citizen and Grocer of *London* alſo deceaſed, of the one Part, and *Charles Aſhton* of *London*, Eſquire, the other Executor of the laſt Will and Teſtament of the ſaid *Abel Aſhton* deceaſed, of the other Part. Whereas the ſaid *Abel Aſhton* deceaſed, in and by his laſt Will and Teſtament bearing Date the ſixth Day of *September* which was in the Year of our Lord 1711, did (among other Things therein mentioned) give the Sum of 2000*l.* of lawful Money of *Great Britain* unto his Sons the ſaid *Abel Aſhton* and *Charles Aſhton* Parties hereunto, in Truſt and for the Benefit in the firſt Place of his ſaid Son *Charles* and his Children, and afterwards of others, upon ſuch Contingencies and in ſuch Manner as therein is expreſſed,

The Father's Will recited,

preſſed, and did alſo thereby give and bequeath all the Reſt and Reſidue of his perſonal Eſtate (not therein before given or diſpoſed of) unto his ſaid Sons *Abel Aſhton* and *Charles Aſhton*, in Truſt, and for the Benefit in the firſt Place of his ſaid Son *Abel Aſhton* and his Children, and afterwards of others, upon ſuch Contingencies and in ſuch Manner as therein is expreſſed; and of his ſaid Will did make and appoint his ſaid Sons *Abel* and *Charles Aſhton* Executors, as by the ſaid Will of the ſaid *Xbel Xſhton* deceaſed, Relation being thereunto had, it doth and may more fully and at large appear; And whereas the ſaid *Charles Aſhton* deceaſed did, in and by his laſt Will and Teſtament bearing date the 21ſt Day of *Auguſt* which was in the Year of our Lord 1714, (among other Things therein mentioned) give and bequeath unto his Nephew the ſaid *Abel Aſhton* Party hereunto the Sum of 3000*l.* Capital Stock, being Part of the ſame Teſtator's Capital Stock in the Bank of *England*, in Truſt and for the Benefit in the firſt Place of his Nephew the ſaid *Charles Aſhton* and his Children, and afterwards of others, upon ſuch Contingencies and in ſuch Manner as therein is expreſſed; and did thereby alſo give unto his ſaid Nephew *Abel Aſhton*, his Heirs, Executors and Adminiſtrators reſpectively, all the Reſt and Reſidue of his Eſtate both real and perſonal, after Payment of his Debts and Funeral Charges and the Legacies therein before given, and did make his ſaid Nephew *Abel Aſhton* ſole Executor thereof, as by the ſaid laſt recited Will, Relation being thereunto had, it doth and may more fully and at large appear. And whereas 2000*l.* Capital Stock in the Bank of *England*, Part of the perſonal Eſtate of the ſaid *Abel Aſhton* deceaſed, was on the 6th day of *April* which was in the Year of our Lord 1714 ſold by the ſaid *Abel Aſhton* and *Charles Aſhton* Parties to theſe Preſents for the Sum of 2400*l.* which ſaid Sum of 2400*l.* was by the mutual Conſent of both the ſaid Parties to theſe Preſents paid to and received by the ſaid *Charles Aſhton* Party hereunto, in Lieu and Satisfaction of the aforeſaid ſum of 2000*l.* and is by the like Conſent an Agreement of the ſaid Parties to theſe Preſents to remain and continue in the Hands of the ſaid *Charles Aſhton*, his Executors and Adminiſtrators, to be from Time to Time managed, imployed and diſpoſed of by him and them, upon the Truſts and for the Purpoſes in the ſaid Will of the ſaid *Abel Aſhton* deceaſed expreſſed and declared of and concerning the ſaid Sum of 2000*l.* and he the ſaid *Charles Aſhton* Party hereto, his Executors and Adminiſtrators, to be at all Times hereafter chargeable with and accountable for the ſame accordingly. And whereas by the mutual Conſent of both the ſaid Parties to theſe Preſents, the reſiduary Part of the perſonal Eſtate of the ſaid *Abel Aſhton* deceaſed, amounting to the Sum or Value of 12000*l.* in Monies and Securities for Monies (as by Account ſtated under the Hands of both the ſaid Parties to theſe Preſents may appear) hath been paid and delivered to and received by the ſaid *Abel Aſhton* Party to theſe Preſents, and is by the like Conſent and Agreement of the ſaid Parties to theſe Preſents to remain and continue in the Hands of the ſaid *Abel Aſhton*, his Executors and Adminiſtrators, to be from Time to Time managed, imployed and diſpoſed of by him and them, upon the Truſts and for the Purpoſes in the ſaid recited Will of the ſaid *Abel Aſhton* deceaſed expreſſed and declared of and concerning the ſame; and he the ſaid *Abel Aſhton* Party hereunto, his Executors and Adminiſtrators, to be at all Times chargeable with and accountable for ſuch reſiduary Part accordingly. And whereas the ſaid *Charles Aſhton* deceaſed was at the Time of his Death intitled to 3000*l.* Capital Stock in the Bank of *England* over and beſides the aforeſaid 3000*l.* Capital Stock in and by his ſaid Will given and bequeathed to his Nephew the ſaid *Abel Aſhton* Party hereunto, upon the Truſts therein mentioned concerning the ſame, and was alſo at his Death poſſeſſed of or intitled to the further Sum of 3000*l.* or the Value thereof, after all his known Debts, Legacies and Funeral Expences paid and diſcharged. And whereas it was the Mind and Intention of the ſaid *Charles Aſhton* deceaſed for ſome Time before his Death, that the reſiduary Part of his perſonal Eſtate (after his Debts, Legacies and Funeral Expences paid and diſcharged) ſhould be equally ſhared in Value between his ſaid two Nephews Parties to theſe Preſents, notwithſtanding the unequal Diviſion and Diſtribution thereof made by his Will in Manner as aforeſaid. And whereas the ſaid *Abel Aſhton* Party hereunto, in Compliance with the ſaid *Charles Aſhton* his late Uncle's ſaid Deſign and Intention, and in order to make ſuch Equality as aforeſaid, hath lately paid into the Hands of the ſaid *Charles Aſhton* the Sum of 1500*l.* of lawful Money of *Great*

making both theſe Sons Executors.

Their Uncle's Will recited.

Making one of them his Executor.

And that the Executor had ſold ſome Bank-Stock which had been their Father's, and one of them had received the Money.

To be managed, &c. upon the Truſts, &c. in the Will.

And that the *Reſiduum* of the Father's perſonal Eſtate, to a certain Amount, is in the Hands of the other of them to be managed, upon the Truſts in the Will.

Recital concerning the Value of the Uncle's perſonal Eſtate;

and that he intended it equally between theſe two Nephews, though unequally diſtributed by his Will;

and that the Executors of the Uncle has paid Part to his Brother to make the Diſtribution equal;

Britain, the Receipt and payment whereof he doth hereby acknowledge, and doth agree to accept and take the ſame in full of one Moiety of the reſiduary Part of the perſonal Eſtate of the ſaid *Charles Aſhton* deceaſed; which ſaid Sum of 1500*l.* is by the mutual Conſent and Agreement of the ſaid Parties to theſe Preſents to remain and continue in the Hands of the ſaid *Charles Aſhton*, his Executors and Adminiſtrators, to be from Time to Time managed, imployed and diſpoſed of by him and them upon the like Truſts, and for the like Purpoſes, as are in the ſaid recited Will of the ſaid *Charles Aſhton* deceaſed expreſſed and declared of and concerning the ſame 3000*l.* in the Capital Stock in the Bank of *England* thereby given and bequeathed unto the ſaid *Abel Aſhton* Party hereunto, on the Truſts therein mentioned concerning the ſame; and he the ſaid *Charles Aſhton* Party hereunto, his Executors and Adminiſtrators, to be at all Times chargeable with and accountable for the ſame Sum of 1500*l.* accordingly: Now this Indenture witneſſeth. That it is hereby mutually and reciprocally covenanted and agreed by and between the ſaid Parties to theſe Preſents in Manner following, (that is to ſay) And firſt he the ſaid *Abel Aſhton* Party hereunto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Charles Aſhton* Party hereunto, his Executors and Adminiſtrators, that he the ſaid *Abel Aſhton* Party hereunto, his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, carefully and faithfully manage, imploy and diſpoſe of the reſiduary Part of the perſonal Eſtate of the ſaid *Abel Aſhton* deceaſed, (amounting to the Sum or Value of 12000*l.* as aforeſaid) upon the Truſts, and to and for the Intents and Purpoſes in the ſaid recited Will of the ſaid *Abel Aſhton* deceaſed expreſſed and declared concerning the ſame; and alſo ſhall and will at all Times hereafter ſtand chargeable with, and anſwerable and accountable for the ſame accordingly; and for the more effectual and punctual Performance of the Covenant and Agreement herein before contained on the Part and Behalf of the ſaid *Abel Aſhton* Party hereunto, he the ſaid *Abel Aſhton* Party hereunto, doth bind and oblige himſelf, his Heirs, Executors and Adminiſtrators, unto the ſaid *Charles Aſhton* Party hereunto, his Executors and Adminiſtrators, in the penal Sum of 24000*l.* firmly by theſe Preſents. And the ſaid *Charles Aſhton* Party hereunto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Abel Aſhton* Party hereunto, his Executors and Adminiſtrators, that he the ſaid *Charles Aſhton* Party hereunto, his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, carefully and faithfully manage, imploy and diſpoſe of the ſaid ſeveral and reſpective Sums of 2400*l.* and 1500*l.* to, for and upon the ſeveral and reſpective Truſts, Intents and Purpoſes herein after mentioned and expreſſed, of and concerning the ſame reſpectively (that is to ſay) the ſaid Sum of 2400*l.* upon the Truſts, and for the Intents and Purpoſes in the ſaid recited Will of the ſaid *Abel Aſhton* deceaſed expreſſed and declared of and concerning the ſaid Sum of 2000*l.* thereby given to the ſaid *Abel Aſhton* and *Charles Aſhton* Parties to theſe Preſents, in Truſt as aforeſaid; and the ſaid Sum of 1500*l.* upon the like Truſts, and for the like Purpoſes, as are in the ſaid recited Will of the ſaid *Charles Aſhton* deceaſed mentioned and declared of and concerning the ſaid 3000*l.* Capital Stock in the Bank of *England* thereby given and bequeathed unto the ſaid *Abel Aſhton* Party hereunto, in Truſt as aforeſaid; and alſo ſhall and will at all Times hereafter ſtand chargeable with, and anſwerable and accountable for the ſaid ſeveral Sums of 2400*l.* and 1500*l.* accordingly. And for the more effectual and punctual Performance of the Covenant and Agreement herein before contained, on the Part and Behalf of the ſaid *Charles Aſhton* Party hereunto, he the ſaid *Charles Aſhton* Party hereunto, doth bind and oblige himſelf, his Heirs, Executors and Adminiſtrators, unto the ſaid *Abel Aſhton* Party hereunto, his Executors and Adminiſtrators, in the penal Sum of 8000*l.* firmly by theſe Preſents: Provided always and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them, and of theſe Preſents, that in Caſe at any Time or Times hereafter, any other or further Debt or Debts of the ſaid *Abel Aſhton* deceaſed ſhall ariſe or appear, beſides what is now known to the ſaid *Abel Aſhton* Party hereunto, then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *Abel Aſhton* Party hereunto, his Executors or Adminiſtrators, to pay and ſatisfy the ſame by and out of the ſaid

to be managed upon the Truſt in the Uncle's Will concerning a ſpecific Sum thereby given.

The Executor's mutually covenant to employ the Parts of the Eſtates reſpectively in their hands, ſubject to Account, and the Truſts in the reſpective Wills, with Obligation in penal Sum.

If other Debts of the deceas'd Father appear, they are to be paid out of the *Reſiduum*.

ſaid reſiduary Part of his ſaid late Father's perſonal Eſtate; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is further hereby declared and agreed by and between the ſaid Parties to theſe Preſents; and it is the true Intent and Meaning of them, and of theſe Preſents, that in Caſe at any Time or Times hereafter, any other, or further Debt or Debts of the ſaid *Charles Aſhton* deceaſed, ſhall ariſe or appear, beſides what are now known to the ſaid *Abel Aſhton* Party hereunto, then, and in ſuch Caſe, one Moiety of ſuch further or other Debt or Debts ſhall be paid and ſatisfied by and out of the ſaid Sum of 1500*l.* ſo paid to the ſaid *Charles Aſhton* Party hereunto, as aforeſaid, and the other Moiety thereof ſhall be paid and ſatisfied by the ſaid *Abel Aſhton* Party hereunto, his Executors or Adminiſtrators, by and out of his or their own proper Monies and Eſtate; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, *&c.*

If other Debts of the deceas'd Uncle appear, the Parties are to pay each a Moiety.

See **Marriage Articles, Mortgages, Purchaſes.**

Annuities.

A Covenant by an Heir Apparent, to grant an Annuity after the Death of his Father, to the Covenantee for his Life and the Life of another. This to be void if the Father ſurvives the Son. N° 1.

THIS Indenture made the 10th Day of *Auguſt Anno Domini* 1719, and in the fifth Year of the Reign of our Sovereign Lord *George*, *&c.* between *Arthur Aſtry*, Eſq; Son and Heir Apparent of *Bruen Aſtry*, of *Crowton* in the County of *Devon*, Eſq; of the one Part, and *Edmund Edge* of *Fidham* in the County of *Glouceſter*, Eſq; of the other Part, witneſſeth, That for and in Conſideration of the Sum of 600*l.* of lawful Money of *Great Britain* to the ſaid *Arthur Aſtry* in Hand paid by the ſaid *Edmund Edge*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Arthur Aſtry* doth hereby acknowledge, and thereof, and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Edmund Edge*, his Heirs, Executors, Adminiſtrators and Aſſigns, for ever, by theſe Preſents, he the ſaid *Arthur Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Edmund Edge*, his Heirs, Executors and Adminiſtrators, that he the ſaid *Arthur Aſtry*, in Caſe he ſhall ſurvive and over-live the ſaid *Bruen Aſtry* his Father, ſhall and will within one Month next after the Deceaſe of the ſaid *Bruen Aſtry*, at the Coſts and Charges of the ſaid *Arthur Aſtry*, his Heirs, Executors or Adminiſtrators, by ſuch good and ſufficient Conveyances and Aſſurances in the Law, as the Counſel of the ſaid *Edmund Edge*, his Heirs, Executors or Adminiſtrators, ſhall adviſe or direct, well and ſufficiently convey and aſſure unto the ſaid *Edmund Edge* and his Heirs, or to ſuch other Perſon or Perſons as he or they ſhall in that Behalf direct or appoint, one Annuity, yearly Rent or Sum of 90*l.* of lawful Money of *Great Britain*, free from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe, to be iſſuing out of and chargeable upon Freehold Lands or Tenements of the ſaid *Arthur Aſtry*, of an Eſtate of Inheritance in Fee-ſimple in the Counties of *Devon*, *Hereford* and *Kent*, or ſome, or one of them, of the clear yearly Value of 180*l.* or upwards, for and during the Life of the ſaid *Edmund Edge*; and alſo for and during the Life of one ſuch other Perſon as he the ſaid *Edmund Edge* ſhall at any Time during his Life by any Writing or Writings under his Hand and Seal, or by his laſt Will and Teſtament in Writing for that Purpoſe nominate or appoint, the ſame to be payable and paid by four equal Quarterly Payments; the firſt Quarter's Payment thereof to be made at the End of three Calendar Months next after the Deceaſe of the ſaid *Bruen Aſtry*, with Power of Diſtreſs, and ſuch other Remedies for obtaining and recovery of the ſame

The Parties. The Conſideration. The Covenant to grant an Annuity after the Death of the Father of the Covenantor, to the Covenantee, *&c.* for his Life, and one other Life.

ſame Annuity, yearly Rent or Sum of 90*l.* as the Counſel of the ſaid *Edmund Edge* or his Heirs ſhall adviſe, in which Grant and Conveyance ſhall be contained a Covenant for Payment of the ſaid Annuity, yearly Rent or Sum of 90*l.* and other uſual and reaſonable Covenants: Provided always, that nothing herein contained ſhall extend, or be conſtrued to extend either in Law or Equity, to bind or oblige the ſaid *Arthur Aſtry* to grant or charge the ſaid Annuity, yearly Rent or Sum of 90*l.* in Caſe he dies in the Life of the ſaid *Bruen Aſtry*; but in ſuch Caſe theſe Preſents, and the Covenant and Agreement herein beforementioned, and one Bond or Obligation from the ſaid *Arthur Aſtry* to the ſaid *Edmund Edge*, bearing even Date herewith of the Penalty of 1500*l.* conditioned for Performance of the abovementioned Covenant, ſhall ceaſe and be void. In witneſs, *&c.*

Proviſo to be void if the Covenantor dies in his Father's Life-time.

How far Courts of Equity will diſcountenance Bargains with Heirs, made upon the Credit of their future Expectancies, ſee the following Caſes. Berney *v.* Pitt, 2 Vern. 14, &c. Nott or Knott. *v.* Executors of Hill, 2 Vern. 27. 2 Cha. Ca. 120. Wiſeman *v.* Beake, 2 Vern. 121. *See alſo* Lamplugh *v.* Smith, 2 Vern. 77.

N° 2. *A Grant of an Annuity during the Life of the Grantee, ſecured by* South-Sea *Annuities, transferred to Truſtees for that Purpoſe. Proviſion in Caſe of their Redemption by Parliament. Indemnity to Truſtees.*

THIS Indenture Tripartite, made the 9th Day of *July Anno Domini* 1724, and in the eleventh Year of the Reign of our Sovereign Lord *George, &c.* between *Adam Aſton*, of *&c.* of the firſt Part, *Bruen Ball* of the Pariſh of *Conhall* in the County of *Cumberland*, Eſq; of the ſecond Part, and *David Aſton*, Eſq; a Perſon nominated by the ſaid *Adam Aſton*, and *Edmund Ellis*, a Perſon nominated by the ſaid *Bruen Ball* of the third Part. Whereas the ſaid *Bruen Ball* hath lately contracted and agreed with the ſaid *Adam Aſton* for the Purchaſe of the Annuity, yearly Rent or Sum of 600*l.* of lawful Money of *Great Britain*, herein after covenanted and agreed to be paid to him the ſaid *Bruen Ball* for his Life, for the Price or ſum of 5000*l.* of like Money. Now this Indenture witneſſeth, That in Purſuance of the ſaid Agreement, and for and in Conſideration of the Sum of 5000*l.* of lawful Money of *Great Britain*, to the ſaid *Adam Aſton* in Hand paid by the ſaid *Bruen Ball* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Adam Aſton* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Bruen Ball*, his Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents, he the ſaid *Adam Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Bruen Ball*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Adam Aſton*, his Heirs, Executors and Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Bruen Ball* and his Aſſigns, for and during the Term of his natural Life, one Annuity, yearly Rent or Sum of 600*l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe, the ſame Annuity to be paid, and payable at or in the common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex* yearly, and every Year, at or upon the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſt of Saint *Michael* the Archangel, the *Birth* of our Lord Chriſt, the *Annunciation* of the bleſſed Virgin *Mary*, and the *Nativity* of Saint *John* the Baptiſt, by even and equal Portions; the firſt Payment thereof to begin and be made upon the Feaſt-Day of Saint *Michael* the Archangel next enſuing the Date hereof. And whereas the ſaid *Adam Aſton*, for the better ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 600*l.* to the ſaid *Bruen Ball* for his Life, in Manner aforeſaid, hath on or before the Day of the Date hereof transferred unto the ſaid *David Aſton* and *Edmund Ellis* the Sum of 12000*l.* *South-Sea* Annuities, as by the Books of the *South-Sea* Company, Relation being thereunto had, may appear. Now this Indenture witneſſeth, and it is hereby declared

The Parties.

The Agreement for the Purchaſe of this Annuity recited.

The Conſideration.

The Grant and Agreement to pay the Annuity,

during the Life of the Grantee.

A Transfer of *South-Sea* Annuities for ſecuring the Payment, recited.

and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them, and of theſe Preſents, that the ſaid Sum of 12000*l.* *South Sea* Annuities, ſo transferred to the ſaid *David Aſton* and *Edmund Ellis* as aforeſaid, is and was ſo transferred to them upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame, that is to ſay, upon Truſt and Confidence, that they the ſaid *David Aſton* and *Edmund Ellis*, and the Survivor of them, and the Executors, Adminiſtrators or Aſſigns of ſuch Survivor ſhall and do permit and ſuffer, and alſo ſhall and will do, perform, and execute all and every Act, Deed and Thing which ſhall be proper and ſufficient to enable him the ſaid *Adam Aſton*, his Executors and Adminiſtrators, to receive and take the yearly Intereſt, Dividends, and Produce of the ſaid Sum of 12000*l.* *South-Sea* Annuities, as the ſame ſhall from Time to Time ariſe and become due, to and for his and their own Uſe and Benefit in the mean Time, and until Default ſhall happen to be made of or in Payment of the ſaid Annuity, yearly Rent or Sum of 600*l.* or any Part thereof, by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame ought to be paid as aforeſaid: And upon this further Truſt and Confidence, and to the Intent and Purpoſe, that in Caſe the ſaid Annuity, yearly Rent or Sum of 600*l.* or any Part thereof, ſhall happen to be behind or unpaid, to him the ſaid *Bruen Ball* or his Aſſigns, by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before covenanted and agreed to be paid as aforeſaid, then and ſo often they the ſaid *David Aſton* and *Edmund Ellis*, or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhall and do by and out of the yearly Intereſt, Dividends and Produce of the ſaid Sum of 12000*l.* *South-Sea* Annuities, or by Sale of any or a competent Part of the ſame Annuities, or by ſuch other Ways or Means as they the ſaid Truſtees, or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor ſhall think fit, raiſe and levy ſuch Sum and Sums of Money as ſhall be ſufficient from Time to Time to anſwer, pay and ſatisfy unto him the ſaid *Bruen Ball* and his Aſſigns, during his natural Life, the ſaid Annuity, yearly Rent or Sum of 600*l.* or ſo much thereof as ſhall from Time to Time ſo happen to be in Arrear and unpaid, together alſo with all ſuch Coſts, Charges, Damages and Expences as he the ſaid *Bruen Ball*, or the ſaid Truſtees, or any, or either of them, their, or any or either of their Executors, Adminiſtrators or Aſſigns, ſhall ſuſtain, expend or be put unto, for or by Reaſon of the Non-Payment of the ſaid Annuity, or any Part thereof, at the Days and Times, and in manner as is herein before in that Behalf covenanted and agreed upon, and ſhall and do pay, apply and diſpoſe of the ſame accordingly. Provided always nevertheleſs, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Deceaſe of him the ſaid *Bruen Ball*, and Payment of all Arrears which ſhall be then due of the ſaid Annuity, yearly Rent or Sum of 600*l.* (if any ſuch ſhall then happen to be) together with all Coſts, Charges, Damages and Expences attending the Execution of the aforeſaid Truſts, then and immediately thereupon, or ſo ſoon after as conveniently may be they the ſaid *David Aſton* and *Edmund Ellis*, or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhall and will at the Requeſt, Coſt and Charges of the ſaid *Adam Aſton*, his Executors or Adminiſtrators, re-transfer and make over the ſaid Sum of 12000*l.* *South-Sea* Annuities, or ſo much thereof as ſhall then remain undiſpoſed of for the Purpoſes aforeſaid, and all Dividends or Intereſt then due upon or for the ſame, or any Part thereof, unto him the ſaid *Adam Aſton*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit any thing herein contained to the contrary notwithſtanding. And for the Conſideration, Ends and Purpoſes aforeſaid, the ſaid *Adam Aſton* doth hereby for himſelf, his Heirs, Executors and Adminſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Bruen Ball*, his Executors, Adminiſtrators and Aſſigns, that in Caſe at any Time hereafter during the natural Life of the ſaid *Bruen Ball*, any Part of the ſaid Sum of 12000*l.* *South-Sea* Annuities ſhall be ſold or diſpoſed of, or that the Price or Value of *South-Sea* Annuities ſhall ſink or fall ſo, and in ſuch Sort as that the ſaid Sum of 12000*l.* *South-Sea* Annuities ſhall in the Judgment of them the ſaid *David Aſton* and *Edmund Ellis*, or the Survivor

The Agreement as to the *South-Sea* Annuities,

to permit and enable the Grantor to receive the Dividends until Default of Payment.

and then to raiſe Money to pay the Grantee.

The Annuity with Coſts, &c.

Proviſo on the Death of the Grantee, &c.

The Truſtees, &c. to re-transfer the *South-Sea* Annuities, &c. to the Grantor, &c.

The Grantor covenants to replace, &c. in Caſe the Security becomes deficient.

Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, be inſufficient for ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 600*l.* to the ſaid *Bruen Ball*, for the Term of his natural Life in Manner aforeſaid, then and in both or either of the ſaid Caſes he the ſaid *Adam Aſton*, his Heirs, Executors or Adminiſtrators, ſhall and will at his and their own proper Coſts and Charges, immediately upon the Requeſt of him the ſaid *Bruen Ball* transfer and make over, or cauſe and procure to be transferred and made over unto them the ſaid *David Aſton* and *Edmund Ellis*, or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, upon the Truſts, and for the Intents and Purpoſes aforeſaid, ſo much more Annuities in the ſaid *South-Sea* Company, or ſo much Capital Stock in the *Bank* of *England*, *South-Sea* Company, or *Eaſt-India* Company, or ſuch Sum and Sums of principal Money ſecured upon ſome Government, or other good and ſufficient Security or Securities at Intereſt, as they the ſaid *David Aſton* and *Edmund Ellis*, or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhall from Time to Time think ſufficient and neceſſary to be added to the ſaid Sum of 12000*l.* *South-Sea* Annuities, or ſo much thereof as ſhall remain unſold as aforeſaid, thereby the better to ſecure the Payment of the Annuity, or yearly Sum of 600*l.* to him the ſaid *Bruen Ball* for his Life in Manner aforeſaid. Provided always nevertheleſs, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe the ſaid Sum of 12000*l.* *South-Sea* Annuities ſo transferred as aforeſaid, or any Part thereof, or ſuch other Stock or Stocks, or Sum or Sums of Money upon Security or Securities, at Intereſt as are herein before covenanted and agreed to be transferred to the ſaid *David Aſton* and *Edmund Ellis*, or the Survivor of them, or the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, for the Purpoſes, and upon the Truſts and Contingencies aforeſaid, or any of them, or any Part thereof, ſhall at any Time hereafter, during the natural Life of the ſaid *Bruen Ball*, be redeemed or paid off by Authority of Parliament, or otherwiſe ſhall be paid in or come to the Hands of them the ſaid *David Aſton* and *Edmund Ellis*, or the Survivor of them, then and in ſuch Caſe, and ſo often it ſhall and may be lawful to and for them, the ſaid Truſtees, and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor from Time to Time, during the natural Life of the ſaid *Bruen Ball*, to lend and place out the Monies ſo paid in or coming to their Hands, or any Part thereof, with the Conſent and Approbation of the ſaid *Bruen Ball* and *Adam Aſton*, if they be both then living; and in Caſe the ſaid *Adam Aſton* be then dead, then with the Conſent and Approbation of the ſaid *Bruen Ball*, upon any public or private Security or Securities at Intereſt, or to inveſt the ſame, or any Part thereof, in the Purchaſe of Stock in any of the publick Funds or Companies, upon the Truſts, and ſubject to the Proviſoes and Agreements aforeſaid; any Thing herein contained to the contrary notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe the ſaid *David Aſton* ſhall happen to depart this Life in the Life-time of the ſaid *Bruen Ball*, then, and in ſuch Caſe, it ſhall and may be lawful to and for him the ſaid *Adam Aſton*, his Executors or Adminiſtrators, to name and appoint one other fit and proper Perſon as a Truſtee for the Purpoſes aforeſaid, in the Room and Stead of the ſaid *David Aſton*, and ſo from Time to Time, and ſo often as the Truſtees named by the ſaid *Adam Aſton*, his Executors or Adminiſtrators ſhall happen to die living the ſaid *Bruen Ball*; but in Caſe the ſaid *Edmund Ellis* ſhall happen to depart this Life in the Life-time of the ſaid *Bruen Ball*, then, and in ſuch Caſe, it ſhall and may be lawful to and for him the ſaid *Bruen Ball* to name and appoint one other fit and proper Perſon as a Truſtee for the Purpoſes aforeſaid, in the Room and Stead of the ſaid *Edmund Ellis*, and ſo from Time to Time, and ſo often as the Truſtee named by the ſaid *Bruen Ball* ſhall happen to die, living him the ſaid *Bruen Ball*. And it is hereby further declared and agreed by and between all the ſaid Parties to the Preſents, That when and ſo often as any new Truſtee or Truſtees ſhall be named or appointed in Manner aforeſaid, in the Room and Stead of the ſaid *David Aſton* and *Edmund Ellis*, or either of them, or of any other Truſtee or Truſtees dying in the Life-time of the ſaid *Bruen Ball* as aforeſaid, then, and ſo often the ſurviving Truſtee of the Premiſſes for the Time being, ſhall at the Coſts and Charges of the ſaid *Adam Aſton*, his Executors and Adminiſtrators, transfer and

Proviſo in Caſe of Redemption by Parliament, *&c.* to re-inveſt in other Securities.

Proviſo, in Caſe of Death of Truſtees, to appoint others *toties quoties.*

On Appointment of new Truſtee, the *South-Sea* Annuities, *&c.* to be transferred to the then Truſtees,

and make over the ſaid Sum of 12000*l.* *South-Sea* Annuities, or ſuch other Stocks, Funds or Security or Securities for Money, as ſhall then be the Security or Securities for Payment of the ſaid Annuity, yearly Rent or Sum of 600*l.* in Manner aforeſaid, ſo and in ſuch Sort as that the ſame ſhall be legally and effectually veſted in the Joint-Names of ſuch ſurviving Truſtee, and of ſuch new Truſtee for the Time being, to be named and appointed as aforeſaid, upon the like Truſts, and under and ſubject to the like Proviſoes and Agreements, as are herein before expreſſed and declared of and concerning the ſaid Sum of 12000*l.* *South-Sea* Annuities ſo transferred as aforeſaid; any Thing herein contained to the contrary notwithſtanding. And it is hereby further declared, and agreed by and between all the ſaid Parties to theſe Preſents, that the Truſtees of the Premiſſes for the Time being, or either or any of them, their or either or any of their Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for any more Monies than they reſpectively ſhall actually receive, or ſhall come to their reſpective Hands by virtue of the Truſts aforeſaid; nor with or for the Loſs of ſuch Monies, or any Part thereof, ſo as the ſame happen without their wilful Default; nor the one of them for the other of them, or for the Acts, Deeds, Receipts or Diſburſements the one of the other, but each of them only for his own Acts, Deeds, Receipts and Diſburſements: And alſo that it ſhall and may be lawful to and for the ſame Truſtees, and each and every of them, their and each and every of their Executors and Adminiſtrators in the firſt Place, by and out of the ſaid truſted Premiſſes to deduct and reimburſe themſelves all ſuch Loſs, Coſts, Charges, Damages and Expences, as they or any of them ſhall be put unto or ſuſtain for or by Reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. In witneſs, *&c.*

upon the like Truſts, *&c.*

Truſtees not to be accountable for more than they receive reſpectively, *&c.*

and to retain their Charges.

See **Aſſignments of Goods**, &c. 4. **Aſſignments of Terms**, &c. 13, 14, 15. **Grants**, 4. 5.

Appointments.

An Appointment, being an Execution of a Power to limit Lands, to be indorſed on a Deed of Releaſe. A Power reſerved to revoke, and to limit new Uſes. N° 1.

KNOW all Men by theſe Preſents, That I the within named *John Cotton*, by Force and Virtue of the Power and Authority to me in that Behalf given or reſerved in and by the within written Indenture, and of all other Powers and Authorities enabling me thereunto, do by this my Writing under my Hand and Seal, teſtified by the Perſons whoſe Names are hereunder ſubſcribed as Witneſſes hereunto, direct, limit and appoint, all and every the Manors, Meſſuages, Lands, Tenements and Hereditaments, in and by the within written Indenture granted and releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, from and immediately after the ſeveral Deceaſes of me the ſaid *John Cotton*, and *Anne* my now Wife, to, and to the Uſe and Behoof of all and every the Children (whether Sons or Daughters) of me the ſaid *John Cotton*, by the ſaid *Anne* my Wife born or to be born (except the eldeſt or only Son for the Time being of me and my ſaid Wife) to be equally divided between them, Share and Share alike, as Tenants in common, and not as Joint-tenants, and the Heirs of the reſpective Bodies of all and every the ſaid Children lawfully iſſuing (except of ſuch eldeſt or only Son): And if one or more of ſuch Children ſhall happen to die without Iſſue, to, and to the Uſe of the Survivors, or others of them (except as aforeſaid) Share and Share alike, and the Heirs of their reſpective Bodies iſſuing (except as aforeſaid): And if all ſuch Children but one ſhall happen to die without Iſſue; or if there ſhall be but one ſuch Child beſides an eldeſt or only Son, then

The Huſband (in Execution of a Power) limits Lands,

(after the Death of him and his Wife) to the Uſe of all their Children (except the eldeſt Son) as Tenants in common in Tail general, with Croſs Remainders.

then to, and to the Uſe of ſuch only Child and the Heirs of his or her Body iſſuing; and for Default of ſuch Iſſue, then to, and to the Uſe of ſuch eldeſt or only Son of me by my ſaid Wife, and the Heirs of his Body iſſuing; and for Default of ſuch Iſſue, then to, and to the Uſe of me the ſaid *John Cotton*, and of my Heirs and Aſſigns for ever. Provided always, that if any Younger Son of me by my ſaid Wife ſhall by the Death of an Elder without Iſſue become an elder or only Son, then, and in ſuch Caſe, and ſo often, the Share or Shares of ſuch Younger Son ſo becoming an Elder or only Son, ſhall be, go and remain, to and amongſt the Reſt of my ſaid Children, and the Heirs of their reſpective Bodies, in like Manner as if ſuch Younger Son becoming an Elder or only Son had been actually dead without Iſſue; any thing herein contained to the contrary notwithſtanding. Provided alſo, That it ſhall and may be lawful for me the ſaid *John Cotton*, at any Time or Times hereafter during my Life, by any Writing or Writings under my Hand and Seal, atteſted by Three or more credible Witneſſes, or by my laſt Will and Teſtament in Writing to be by me ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, to revoke, alter, make void, or change all and every, or any the Uſes and Eſtates hereby limited or appointed of or concerning the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, or any Part thereof; and by the ſame Writing or Writings, or laſt Will and Teſtament in Writing, or any other Writing or Writings under my Hand and Seal, and atteſted as aforeſaid, to limit, direct and appoint the ſame, or any Part thereof, to, or to the Uſe of all or any Children by my ſaid Wife, and the Heirs of their or any of their reſpective Bodies, in ſuch Parts and Proportions, Manner and Form as I ſhall think fit, with or without Power of Revocation; any Thing herein or in the within written Indenture contained to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof I the ſaid *John Cotton* have hereunto ſet my Hand and Seal this twenty-ſixth Day of *June* in the Year of our Lord 1718.

Remainder to the eldeſt Son in Tail.

Remainder to the Father in Fee.

Younger Son becoming elder, his Share to go among the reſt.

Power reſerved to revoke,

and to declare new Uſes.

N° 2. *An Appointment, being an Execution of a Power reſerved to a* Feme Covert *to declare and limit the Uſes of Manors,* &c. *She reſerves a Power of Revocation,* &c.

KNOW all Men by theſe Preſents, That I *Anne Aſton*, wife of *John Aſton* the Younger, of the Pariſh of *St. Martin in the Fields* in the County of *Middleſex*, Eſq; in Purſuance, and by Virtue of the Power and Authority to me reſerved, and contained in and by one Indenture of Releaſe, bearing Date the twelfth Day of this Inſtant Month of *May*, and made, or mentioned to be made between *Benjamin Barnes* of *Bitton* in the County of *Bucks*, Eſq; and *Clara* his Wife, one of the Daughters of Dame *Diana Dunn* Widow, deceaſed, who was the Heir and Deviſee of *Edward Ems* late of *Egar* in the County of *Eſſex*, Eſq; deceaſed, and the ſaid *John Aſton* and me the ſaid *Anne Aſton* his Wife, the other Daughter of the ſaid Dame *Diana Dunn* of the one Part, and Sir *Felix Field* of *Fidham* in the County of *Flint*, Bart. and *John Aſton* the Elder of *Aſhfield* in the County of *Glouceſter*, Eſq of the other Part, and by Virtue of all and every other Power and Powers, Authority and Authorities any wiſe enabling me thereunto, do by this preſent Deed or Writing by me ſigned, ſealed, and duly executed in the Preſence of Three credible Perſons whoſe Names are hereupon indorſed as Witneſſes thereto, direct, limit and appoint, all and every the Manors, Meſſuages, Lands, Tenements, Woods, Tithes and Hereditaments (which in and by the ſaid Indenture of Releaſe were allotted, limited, appointed or conveyed, or mentioned or intended to be allotted, limited, appointed or conveyed, to the Uſe of the ſaid *John Aſton* the Younger and myſelf for our Lives, and the Life of the longer Liver of us, in Manner therein mentioned, with their Appurtenances) unto, and for ſuch Uſes, Eſtates, Intents and Purpoſes, and under and ſubject to ſuch Proviſoes as are herein aftermentioned and expreſſed of and cencerning the ſame; (that is to ſay) from and after the Deceaſe of the longer Liver of us the ſaid *John Aſton* the Younger and myſelf, to the Uſe and Behoof of the firſt Son of my Body by the ſaid *John Aſton* the Younger lawfully begotten or to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the

The *Feme Covert*, in Purſuance of the Power reſerved by a Deed,

and of all other Powers

direct, &c. certain Manors, &c.

after the Death of Huſband and Wife, to the Uſe of firſt and other Sons of the Marriage ſucceſſively in Tail male,

the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, and ſeventh, and of all and every other the Son and Sons of my Body by the ſaid *John Aſton* the Younger lawfully begotten or to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in ſeniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body iſſuing, always to be preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of all and every the Daughter and Daughters of my Body by the ſaid *John Aſton* the Younger lawfully begotten or to be begotten, to be equally divided amongſt them (if more than one) Share and Share alike as Tenants in common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing: And in caſe one or more of ſuch Daughters ſhall happen to die without Iſſue of her or their Body or Bodies, then as to the Share or Shares of her or them ſo dying without Iſſue, to the Uſe and Behoof of the Survivors or Survivor, or others or other of them, Share and Share alike as Tenants in common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors or Survivor, or others or other of them; and in Caſe all ſuch Daughters but one ſhall happen to die without Iſſue of their Bodies, or if there ſhall be but one ſuch Daughter, then to the Uſe and Behoof of ſuch ſurviving or only Daughter, and of the Heirs of her Body lawfully iſſuing; and for Default of all ſuch Iſſue, then to the Uſe and Behoof of the Heirs of my Body by the ſaid *John Aſton* the Younger lawfully begotten or to be begotten; and for Default of all ſuch Iſſue, then to the Uſe and Behoof of the ſaid *John Aſton* the Younger, and of his Heirs and Aſſigns for ever, and to and for no other Uſes, Intents and Purpoſes whatſoever. Provided always nevertheleſs, and it is the true Intent and Meaning of theſe Preſents, that it ſhall and may be lawful for me the ſaid *Anne Aſton*, at any Time or Times hereafter, at my own Freewill and Pleaſure, notwithſtanding my Coverture, and whether I ſhall be ſole or married, by any Writing or Writings under my Hand and Seal, or by my laſt Will and Teſtament in Writing, or any Writing purporting my laſt Will and Teſtament, to be by me ſigned, ſealed and executed reſpectively in the Preſence of Three or more credible Witneſſes, to revoke, alter or make void theſe Preſents, and all and every or any the Uſe or Uſes, Eſtate or Eſtates, Matters and Things herein or thereby appointed, limited, directed or contained of or concerning the Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments, or any Part or Parcel thereof; and by the ſame Writing or Writings, or by any other Writing or Writings to be by me ſigned, ſealed and atteſted as aforeſaid, to limit, declare or appoint, any new or other Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts, Power or Powers of or concerning the ſame Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments, or any Part thereof, and ſo from Time to Time and as often as I ſhall think fit; any Thing before contained to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof I the ſaid *Anne Aſton* have hereunto ſet my Hand and Seal this twenty-fifth Day of *May* in the ſixth Year, *&c.* *Annoque Domini* 1733.

Remainder to the Daughters as Tenants in common in Tail-general,

With Croſs Remainder to the Heirs of her Body by this Huſband,

Remainder to the Huſband in Fee.

A Power of Revocation reſerved, *&c.*

A Settlement of Wood-Grounds by Way of Increaſe of the Wife's Jointure; the Huſband being Tenant for Life under a Will, with Power to make a Jointure in Proportion to his Wife's Portion, and having before made a Jointure anſwerable to Part of the Portion. N° 3.

THIS Indenture Tripartite made the twenty-third Day of *June Anno Domini* 1725, and in the eleventh Year of the Reign, *&c.* between *Anthony Arnold* of *Amton* in the County of *Berks*, Eſq; of the firſt Part, *Cecilia Arnold* Wife of the ſaid *Anthony Arnold* of the ſecond Part, and *Daniel Dent* of *London*, Eſq; and *Ezekiel Evans* of *London*, Eſq; of the third Part. Whereas *Francis Arnold* late of *Amton* aforeſaid, Eſq; deceaſed, did in and by his laſt Will and Teſtament in

A Will recited, deviſing Lands to a Nephew for Life *ſans* Waſte,

in Writing, bearing Date on or about the fourteenth Day of *June* which was in the Year of our Lord 1712, give and deviſe unto the ſaid *Anthony Arnold* by the Name of his Nephew *Anthony Hunt*, eldeſt Son of his Siſter Mrs *Jane Hunt*, all his Manor of *Amton* with the Appurtenances, in the Counties of *Berks* and *Middleſex*, and the perpetual Advowſon of the Pariſh Church of *Amton*, with their and every of their Rights, Members and Appurtenances, ſituate, lying and being in the ſaid ſeveral Counties of *Berks* and *Middleſex*, *Cheapſide*, in the Pariſh of St. *Mary le Bow*, *London*, and all and ſingular his Meſſuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances whatſoever, to hold unto his ſaid Nephew for the Term of his natural Life, without Impeachment of Waſte, with

(ſubject to Debts,) divers Remainders over, but ſubject to, and charged with the Payment of the ſaid Teſtator's Debts and Legacies in the firſt Place; all which ſaid Debts and Legacies have been ſince paid, or to the Satisfaction of the Perſons concerned therein ſecured by the ſaid *Anthony Arnold*; and it is by the ſaid Will provided and declared, to be the ſaid Teſtator's will and Meaning, that his ſaid Nephew when he ſhould come and be in Poſſeſſion of the Premiſſes by virtue of the Limitation aforeſaid,

with Power to make a Jointure in Proportion to the Wife's Portion. ſhould by any Writing under his Hand and Seal, executed in the Preſence of two or more credible Witneſſes, grant, limit and appoint ſo much, and ſuch Part of the ſaid Manor, Meſſuages, Lands and Premiſſes thereby to him deviſed in Manner aforeſaid, for a Jointure for a Wife or Wives his ſaid Nephew ſhould afterwards marry, as ſhould not exceed 50*l. per Annum* for each 500*l.* his ſaid Nephew ſhould have in

A Marriage Settlement recited, Marriage with ſuch Wife or Wives. And whereas by Indenture Tripartite bearing Date the twenty-ſixth Day of *July* which was in the Year of our Lord 1721, and made, or mentioned to be made, between the ſaid *Anthony Arnold* of the firſt Part, the ſaid *Cecilia Arnold*, by the Name of *Cecilia Evans*, of the ſecond Part, and the ſaid *Daniel Dent* and *Ezekiel Evans* of the third Part, reciting to the Effect herein before recited, and that a Marriage was then intended to be had and ſolemnized between the ſaid *Anthony Arnold* and the ſaid *Cecilia* his now Wife, the ſaid *Anthony Arnold*, in Conſideration thereof, and of the Sum of 8000*l.* to him paid

whereby (the Nephew) the Huſband on Receipt of Part of the Portion, by virtue of the Power, limited to the Wife, Lands, &c. in Part of her Jointure, in Part of the Marriage Portion of the ſaid *Cecilia Evans*, and for other the Conſiderations therein mentioned, did in Purſuance and by Virtue of the Power to him given by the ſaid Will, grant, limit and appoint unto the ſaid *Cecilia* divers Meſſuages, Lands, Tenements, Rents and Hereditaments, in the Pariſhes of *Amton*, *Hawley* and *Hawton*, or ſome or one of them in the ſaid Counties of *Berks* and *Middleſex*, or one of them, and in or near *Cheapſide*, in the Pariſh of St. *Mary le Bow*, *London*, therein more particularly mentioned; To hold unto the ſaid *Cecilia* from and immediately after the Deceaſe of the ſaid *Anthony Arnold*, in Caſe ſhe ſurvive him, for and during the Term of her natural Life in Part of her Jointure; in which ſaid Indenture it is recited, that the ſaid *Cecilia* was then poſſeſſed of and intitled to

and reciting that with the Conſent of the Huſband ſhe aſſigned the Reſidue of her Portion to Truſtees, ſeveral Sums of Money and Annuities iſſuing out of the Exchequer therein more particularly mentioned, amounting together to the Sum or Value of 2000*l.* being the Reſidue of the Marriage Portion of the ſaid *Cecilia* (over and above the aforeſaid Sum of 8000*l.*) ſhe the ſaid *Cecilia* did, with the Conſent of the ſaid *Anthony Arnold*, grant and aſſign unto the ſaid *Daniel Dent* and *Ezekiel Evans*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid ſeveral Sums of Money and Annuities, amounting together to the Sum or Value of 2000*l.* as aforeſaid, upon divers Truſts therein mentioned, and particularly upon the Truſts following; (that is to ſay) that if the ſaid *Anthony Arnold* ſhould at any Time or Times, during the joint Lives of him and the ſaid *Cecilia*, well and ſufficiently convey and aſſure ſuch Lands

to be paid, &c. to the Huſband upon his aſſuring Lands, &c. to make up 100*l.* a Year for each 1000*l.* Portion; and Tenements to, or to the Uſe of the ſaid *Cecilia* for her Life in Augmentation of her Jointure, to take Effect from and immediately after his Deceaſe, in ſuch Manner as ſhe the ſaid *Cecilia* and the ſaid *Daniel Dent* and *Ezekiel Evans* ſhould approve of, and ſignify their Conſent to by any Writing to be ſigned by them in the Preſence of two or more credible Witneſſes, then upon Truſt, that they the ſaid *Daniel Dent* and *Ezekiel Evans* ſhould immediately after the Execution of ſuch Conveyance aſſign and transfer to the ſaid *Anthony Arnold* for his own Uſe and Benefit, or to ſuch Perſon or Perſons as he ſhould nominate and appoint, ſuch Part and ſo much of the ſaid laſt mentioned Sums and Annuities, with the Tallies, Orders and Securities for the ſame as ſhould not exceed the Value of 1000*l.* for every 100*l.* a Year which the ſaid *Anthony Arnold* ſhould ſo ſettle and aſſure; and after the ſame

ſame Proportion for any Lands or Tenements ſo to be ſettled by the ſaid *Anthony Arnold* of a greater or leſſer yearly Value than 100*l.* as by the ſaid recited Indenture, Relation being hereunto had, it doth and may more fully and at large appear. And whereas the ſaid *Anthony Arnold* in order to intitle himſelf to all the ſaid ſeveral Sums of Money and Annuities, amounting together to the ſaid Sum or Value of 2000*l.* as aforeſaid, hath propoſed and agreed to ſettle a farther Jointure upon the ſaid *Cecilia* for her Life, in Caſe ſhe ſurvives him, of the yearly Sum or Value of 200*l.* clear of all Deductions (except the Land-Tax for the Time being) in Manner herein aftermentioned, which ſaid Propoſal the ſaid *Cecilia Arnold*, *Daniel Dent* and *Ezekiel Evans*, do approve of and conſent to, and do hereby teſtify ſuch their Approbation and Conſent, by their being Parties to and their Sealing and Delivery of theſe Preſents: Now this Indenture witneſſeth, That in Purſuance of the before recited Propoſal and Agreement, and to the End to intitle him the ſaid *Anthony Arnold* to all the ſaid ſeveral Sums of Money and Annuities, amounting together to the Sum or Value of 2000*l.* as aforeſaid; and for a further Augmentation of the Jointure of the ſaid *Cecilia* (over and above what is already ſettled upon her by the aforerecited Indenture) to the ſaid yearly Sum or Value of 200*l.* clear of all Deductions (except as aforeſaid) he the ſaid *Anthony Arnold*, by and with the Approbation and Conſent of the ſaid *Cecilia Arnold*, *Daniel Dent* and *Ezekiel Evans* (teſtified as aforeſaid) hath granted, limited and appointed, and by theſe Preſents, in Purſuance and by Virtue of the Power to him given by the ſaid recited Will, and of all and every other Power and Powers to him in that Behalf given or reſerved, or any Ways enabling him thereunto, doth grant, limit and appoint unto the ſaid *Cecilia Arnold* his Wife, all and every the Woods and Wood-Grounds, Parcel or reputed Parcel of the ſaid Manor of *Amton*, ſituate, lying and being in the ſaid Pariſhes of *Amton*, *Hawley* and *Hawton*, or ſome or one of them, and which were late the Eſtate of the ſaid *Francis Arnold*, with their and every of their Appurtenances, and all other the Woods and Wood-Grounds late of him the ſaid *Francis Arnold* in the ſame Pariſhes, or any of them; To have and to hold the ſaid Woods, Wood-Grounds, and other the Premiſſes hereby, or mentioned to be hereby granted, limited and appointed, with their Appurtenances, unto the ſaid *Cecilia Arnold* and her Aſſigns, from and immediately after the Deceaſe of him the ſaid *Anthony Arnold* (in Caſe ſhe ſhall him ſurvive) for and during the Term of her natural Life, to the Uſe and Behoof of her the ſaid *Cecilia* and her Aſſigns, for and during the Term of her natural Life, as and for an Augmentation of the Jointure, ſubject always nevertheleſs to the Proviſo and Agreement next herein aftermentioned; (that is to ſay) Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that if the Perſon or Perſons, to whom the next and immediate Reverſion and Remainder of the Premiſſes expectant upon the ſaid Eſtate for Life of the ſaid *Cecilia*, ſhall for the Time being belong or appertain by Virtue of the Limitations in the ſaid recited Will or otherwiſe, ſhall and do yearly and every Year, during the Life of the ſaid *Cecilia*, well and truly pay, or cauſe to be paid to the ſaid *Cecilia* and her Aſſigns, the yearly Sum of 200*l.* of lawful Money of *Great Britain* (clear of all Deductions except the Land-Tax for the Time being) upon the four moſt uſual Feaſts or Days of Payment in the Year (that is to ſay) the Feaſts of the *Annunciation* of the bleſſed Virgin *Mary*, the *Nativity* of Saint *John* Baptiſt, Saint *Michael* the Archangel, and the *Birth* of our Lord Chriſt, in every Year, by even and equal Portions; the firſt Payment thereof to begin and be made upon ſuch of the ſaid Feaſts as ſhall firſt happen next after the Deceaſe of the ſaid *Anthony Arnold*; then and in ſuch Caſe no Advantage or Benefit ſhall be had or taken by the ſaid *Cecilia* of the aforeſaid Grant, Limitation or Appointment hereby to her made of the aforeſaid Woods and Wood-Grounds for her Life as aforeſaid; but in Caſe Default ſhall happen to be made of or in Payment of the ſaid yearly Sum of 200*l.* (ſubject to ſuch Deductions as aforeſaid) or any Part thereof, by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days herein beforementioned for Payment thereof, then and ſo often it ſhall and may be lawful to and for the ſaid *Cecilia* or her Aſſigns, from Time to Time, by felling, cutting and diſpoſing of the ſaid Woods, or any Part or Parts thereof, and by and with the Rents and Profits of ſuch Part or Parts of the ſaid Wood-Grounds as ſhall at any Time hereafter during the Life of the ſaid *Anthony Arnold* be grubbed up and converted

and that he has propoſed to make ſuch further Settlement, which the Wife and her Truſtees have approved of.

The further Grant, &c.

of other Lands to the Wife,

if ſhe ſurvive the Huſband,

as Increaſe of Jointure,

the ſame may be paid yearly in Money by the Remainder Man,

in Default of ſuch Payment ſhe may fell, cut and ſell Wood, and thereby, and by the Rents, &c. raiſe her Money.

verted into Tillage or Paſture, or by any other lawful Ways or Means, to raiſe and levy the ſaid yearly Sum of 200*l.* (ſubject to ſuch Deductions as aforeſaid) and all Arrears thereof, together with all ſuch Coſts, Charges, Damages and Expences, as ſhe or they ſhall be put unto or ſuſtain for or on Account of the ſame, leaving the Reſidue or Surplus thereof (if any be) to ſuch Perſon or Perſons in Reverſion or Remainder as aforeſaid; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents that it ſhall and may be lawful to and for the ſaid *Anthony Arnold*, to make annual and uſual Falls in the ſaid Woods and Wood-Grounds in a Huſband-like Manner, ſo as ſufficient be always left for ſecuring and raiſing the ſaid yearly Sum of 200*l.* for the ſaid *Cecilia* for her Life, in Caſe ſhe ſurvive him; and alſo, that it ſhall and may be lawful to and for the ſaid *Anthony Arnold* at any Time or Times during his Life, to cut down any Part of the aforeſaid Wood, ſo as the ſame exceed not ſixty Acres in any one Year, and ſo as after he hath cut down the firſt ſixty Acres he cauſe the ſame to be grubbed up, fenced and converted into Tillage or Paſture, and let to a good Tenant or Tenants before he cut down any more; and in like Manner for every other ſixty Acres that he ſhall afterwards cauſe to be cut down; in which Caſe it is agreed, that the ſaid *Cecilia*, in Caſe ſhe ſurvives the ſaid *Anthony Arnold*, ſhall accept and take the Rents and Profits of the Lands and Grounds ſo grubbed up, incloſed and let to good Tenants as aforeſaid, as Part of the ſaid yearly Sum of 200*l.* and the Reſidue thereof only to be in ſuch Caſe from Time to Time raiſed and levied by the ſaid *Cecilia*, or her Aſſigns, by felling, cutting and diſpoſing of the ſaid Woods, or any Part thereof, together with ſuch Coſts and Charges as aforeſaid. And the ſaid *Anthony Arnold* doth hereby for himſelf, his Heirs, Executors and Adminſtrators, covenant, promiſe, grant and agree to and with the ſaid *Daniel Dent* and *Ezekiel Evans*, their Executors and Adminiſtrators, in Manner following; (that is to ſay) That he the ſaid *Anthony Arnold* (for and notwithſtanding any Act, Matter or Thing done, commited or ſuffered by him or by the ſaid *Francis Arnold*) now hath full Power, good Right and lawful Authority to limit and appoint the ſaid Woods, Wood-Grounds and Premiſſes, to, and to the Uſe of the ſaid *Cecilia Arnold* for the Term of her natural Life, as an Increaſe of her Jointure, in Manner, and under the Proviſoes and Agreements aforeſaid; and that the ſaid Woods and Wood-Grounds ſhall from Time to Time, and at all Times hereafter, during the Life of the ſaid *Cecilia*, remain, continue, and be a full and ſufficient Security to her for the ſaid yearly Sum of 200*l.* (ſubject to ſuch Deductions as aforeſaid) and that ſhe ſhall and may have, hold and enjoy the ſaid yearly Sum of 200*l.* (ſubject to ſuch Deductions as aforeſaid) for and during the Term of her natural Life, to, and for her own Uſe and Benefit, upon the Security aforeſaid, without the Let, Suit, Trouble, Moleſtation, Eviction or Interruption, of or by any Perſon or Perſons whatſoever lawfully claiming, or to claim, any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſaid Woods, Wood-Grounds and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for the ſaid *Anthony Arnold* and *Francis Arnold*, or either of them: And that the ſaid Woods, Wood-Grounds, and Premiſſes now are, and during the Life of the ſaid *Cecilia*, ſhall continue to be of the clear yearly Value of 200*l.* and upwards, over and above all Charges and Reprizes; and alſo, that he the ſaid *Anthony Arnold*, and all Perſons claiming, or to claim from, by or under him or the ſaid *Francis Arnold*, ſhall and will at any Time or Times hereafter, during the Life of the ſaid *Cecilia Arnold*, make, do and execute, or cauſe to be made, done and executed, any further or other lawful and reaſonable Act, Deed, Matter and Thing, for the eſtabliſhing and confirming of theſe Preſents, whereby the better to enable her the ſaid *Cecilia* to have, hold and enjoy the ſaid yearly Sum of 200*l.* (ſubject to ſuch Deductions as aforeſaid) during her Life for her own Uſe and Benefit, according to the Purport, true Intent and Meaning of theſe Preſents. In witneſs whereof, *&c.*

Proviſo, that the Huſband may make uſual Falls,

with Reſtriction as to the Number of Acres, and to cauſe the ſame to be grubbed up, *&c.*

The Wife to take the Rents of the Ground grubbed up in Part of the increaſed Jointure.

The Huſband covenants that he has Power to limit the Wood-Grounds, *&c.*

and for quiet Enjoyment.

And that they are and ſhall be of ſufficient Value,

and for further Aſſurances.

An Appointment of a Portion charged on Lands for a Daughter on her Marriage, by her Father, in Purſuance of a Power by Settlement; he gives another Portion to her out of his own Fortune. This by Indorſement on the Settlement. N° 4.

WHEREAS the within named *Abel Allen*, Son of the within named *Bryan Allen* by *Anne* his late Wife, is ſometime ſince deceaſed under the Age of twenty-one Years, and without Iſſue, and no other Children of the ſaid *Bryan Allen* by the ſaid *Anne* his late Wife (who is alſo dead) lived to attain the Age of twenty-one Years or be married, ſave only one Son and one Daughter, *viz.* *Charles Allen* Eſq; who hath attained his Age of twenty-one Years and is married, and *Diana Allen* Spinſter, who hath attained her Age of twenty-one Years, but no Sum or Time of Payment hath been yet fixed or aſcertained for the Portion of the ſaid *Diana Allen* by Virtue of the within written Indenture, which now the ſaid *Bryan Allen* intends to be the Sum of 3000*l.* and to be forthwith raiſed and paid, together with Intereſt for the ſame after the Rate of 5*l. per Cent. per Annum*, from henceforth, until the ſaid Sum of 3000*l.* ſhall be actually paid. And whereas by Indenture bearing Date on or about the ſeventeenth Day of *June* 1728, and made previous to the Marriage of the ſaid *Charles Allen* with *Eſther* his now Wife, the within mentioned Term of one hundred Years of and in the Manor, Meſſuages, Lands and Hereditaments within mentioned to be ſituate, lying or being in the County of *Salop*, and in the ſame Term compriſed, was for the Conſiderations, and in Manner in the ſame Indenture expreſſed, ſurrendred or mentioned, or agreed to be ſurrendred. But the ſaid Term, and the within mentioned Truſts thereof, are yet ſubſiſting as to the within mentioned Manor, Rectory, Glebe Lands, Tithes, Meſſuages, Lands, Tenements and Hereditaments in the County of *Rutland*, and in the ſame Term alſo compriſed. And whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between Sir *Francis Fernley* of *Fotton* in the County of *Flint*, Bart. and the ſaid *Diana Allen*; and whereas the ſaid *Bryan Allen* in Proſpect and Conſideration of the ſaid intended Marriage hath agreed to advance and give with his ſaid Daughter on her ſaid intended Marriage the Sum of 12000*l.* (over and above the Sum of 3000*l.* hereby charged and fixed for or towards her Portion by Virtue of the within written Indenture, and Truſts of the ſaid Term of one hundred Years.) Now know all Men by theſe Preſents, That for the End and Purpoſe aforeſaid, and in Purſuance, and by Force and Virtue of the Power and Authority to him the ſaid *Bryan Allen* given or reſerved in and by the ſaid within written Indenture, and of all other Powers and Authorities to him in that Behalf given or reſerved, or any Ways enabling him thereunto, he the ſaid *Bryan Allen* doth by this his Deed or Writing under his Hand and Seal, teſtified by the Perſons whoſe Names are hereunder written as Witneſſes thereto, declare, direct and appoint, that the Sum of Money intended for the Portion of the ſaid *Diana Allen* by Virtue of the within written Indenture, and Truſts of the ſaid Term of one hundred Years, is to be, and ſhall be the full Sum of 3000*l.* of lawful Money of *Great Britain*, and that the ſame ſhall be forthwith raiſed and levied by and out of the Premiſſes in the ſaid County of *Rutland*, or any Part thereof, by the Ways and Means in that Behalf within mentioned, and thereupon be forthwith paid to the ſaid *Diana Allen* or her Aſſigns, in Part of her Marriage Portion, together with Intereſt for the ſame, from henceforth, until the ſaid Sum of 3000*l.* ſhall be actually paid; and for that End the ſaid *Bryan Allen* doth hereby authorize, impower and direct *George Greer* and *Humphry Allen*, the Truſtees of the ſaid Term of one hundred Years, and the Survivor of them, his Executors or Adminiſtrators, forthwith to raiſe, levy and pay the ſame accordingly; and the ſaid *Bryan Allen* doth hereby expreſly declare, that he doth not intend that the ſaid Sum of 12000*l.* which he hath agreed to advance and give with the ſaid *Diana* his Daughter on her ſaid intended Marriage as aforeſaid (over and above the ſaid Sum of 3000*l.*) ſhall be in full of her Portion, intended or provided for her by the within written Indenture, although the ſame is more than equivalent to, and doth far exceed the ſaid Sum of 3000*l.* but his Mind and Intention is, and ſo he doth hereby expreſly

The Number and Ages of the Children recited, (the Mother being dead,)

and the Portion intended to be raiſed for the Daughter, and that a Term ſubſiſts for that Purpoſe,

and that the Marriage of the Daughter is intended, and two Portions.

The Father charges one of them (in Purſuance of his Power) on the ſubſiſting Term,

and directs the Truſtees to raiſe the ſame,

and declares that the greater Sum ſhall not be in Satisfaction of the leſſer: but that ſhe ſhall have both.

expreſly declare, that ſhe the ſaid *Diana* ſhall have for her Marriage Portion the ſaid whole Sum of 3000*l.* together with and over and above the ſaid Sum of 12000*l.* any Thing in the ſaid within written Indenture, or in any other Deed or Writing contained to the contrary notwithſtanding. In witneſs whereof the ſaid *Bryan Allen* hath hereunto ſet his Hand and Seal this ſeventeenth Day of *July* in the Year of our Lord Chriſt 1731.

N° 5. *A Deed of Appointment by a Father of the Truſt of a Term raiſed by a Marriage-Settlement; he gives an Annuity to his eldeſt Son for Life, another to a Daughter for Life for her ſeparate Uſe notwithſtanding Coverture, and ſubject to thoſe, the Reſidue to his ſecond Son. If the eldeſt Son diſturbs the Truſt he is to bear the Coſts. A Power reſerved to revoke, and declare new Uſes.*

THIS Indenture made the fifteenth Day of *October Anno Domini* 1720, and in the ſeventh Year of the Reign, *&c.* between *Anſley Aſke* of *Aſkfield* in the County of *Berks*, Gent. of the one Part, and *Chriſtopher Carey* of *Carlton* in the County of *Derby*, Gent. of the other Part. Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being Tripartite bearing Date the eighteenth Day of *September* which was in the Year of our Lord 1692, and made or mentioned to be made between *Edward Aſke* late of *Aſkfield* aforeſaid, Eſq; ſince deceaſed, of the firſt Part, *Francis Field* late of the Pariſh of St. *Helen*, *London*, Merchant, ſince alſo deceaſed, and the ſaid *Chriſtopher Carey*, by the Name of *Chriſtopher Carey* of the Pariſh of St. *Magnus*, *London*, Grocer, of the ſecond Part, and the ſaid *Anſley Aske*, by the Name of *Anſley Aske*, Gent. Son and Heir Apparent of the ſaid *Edward Aske* of the third Part, reciting a Marriage then intended (which was afterwards had and ſolemnized) between the ſaid *Anſley Aske* and *Grace Field* (ſince deceaſed) eldeſt Daughter of the ſaid *Francis Field*; the ſaid *Edward Aske* for the Conſiderations in the ſaid Indenture of Releaſe mentioned, did grant, releaſe and confirm unto the ſaid *Francis Field* and *Chriſtopher Carey*, and their Heirs, all that capital Meſſuage and Farm, and thoſe Lands, Arable, Meadow and Paſture, containing together by Eſtimation two hundred twenty-eight Acres, whereof the ſaid arable Lands contain by Eſtimation one hundred eighty-four Acres, and the ſaid Meadow and Paſture Lands contain by Eſtimation forty-four Acres, which ſaid Meſſuage, Farm, Lands and Premiſſes, are ſituate, and being in the Pariſh of *Aſhfield* aforeſaid, in the ſaid County of *Berks*, and were thentofore in the Tenure or Occupation of *John Grant*, Gent. or his Aſſigns, and then were in the Poſſeſſion or Occupation of the ſaid *Edward Aske* and *Anſley Aske*, or of one of them, and all Houſes, Outhouſes, Barns, Stables, Edifices, Gardens, Orchards, Lands, Commons, Ways, Paſſages, Eaſements, Commodities, Hereditaments and Appurtenances whatſoever to the ſaid capital Meſſuage, Farm and Premiſſes, or any of them belonging, or in any wiſe appertaining; To hold to the ſaid *Francis Field* and *Chriſtopher Carey*, their Heirs and Aſſigns, to the Uſe of the ſaid *Edward Aske* and his Heirs until the ſaid intended Marriage ſhould be ſolemnized, and from and after the Solemnization thereof, then (ſubject to ſeveral Annuities therein particularly mentioned, and all ſince determined) to the Uſe of the ſaid *Anſley Aske* for the Term of his natural Life, without Impeachment of Waſte; and from and after his Deceaſe, (then ſubject to another Annuity therein mentioned, and ſince alſo determined) to the Uſe of the ſaid *Francis Field* and *Chriſtopher Carey*, their Executors, Adminiſtrators and Aſſigns, for the Term of one hundred Years, without Impeachment of Waſte, upon ſuch Truſts as are therein after declared concerning the ſame; and after the Determination of the ſaid Term of one hundred Years, to the Uſe of the firſt and other Sons of the ſaid *Anſley Aske* on the Body of the ſaid *Grace Field* lawfully to be begotten ſucceſſively in Tail mail, with divers Remainders over. And by the ſaid Indenture of Releaſe it is declared and agreed, that the ſaid Term of one hundred Years was limited to the ſaid *Francis Field* and *Chriſtopher Carey*, for the better ſecuring the Payment of ſeveral Annuities therein mentioned (which are ſince determined); and to this further Intent, and it was thereby declared and agreed, that the ſaid *Anſley Aske*

A Marriage Settlement by Leaſe and Releaſe recited.

The Parcels.

Habendum

to the Uſe of the Huſband for Life *ſans* Waſte.

Then to the Truſtees for a long Term.

Then to firſt and other Sons of the Marriage in Tail Mail.

Recital that the Truſt of the Term was (after others ſince deter-

Aſke ſhould have full Power and Liberty, at his Freewill and Pleaſure, at any Time or Times during his Life, by any Deed or Deeds, Writing or Writings to be by him ſigned and ſealed in the Preſence of two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned and publiſhed in the Preſence of the like Number of Witneſſes, to give, limit, diſpoſe or direct the remaining Benefit of the ſaid Term of one hundred Years, and the Reſidue of the Rents and Profits during the ſame, of and in the Premiſſes as ſhould be then undiſpoſed in the Execution and Performance of the other Truſt of the ſame Term (and which are all ſince determined) unto, and for ſome, or any, or all ſuch Child or Children to be begotten by him the ſaid *Anſley Aſke* on the Body of the ſaid *Grace Field*, whether born in his Life-time or born after his Deceaſe, in ſuch Shares or Parts, or intirely, or for and during the whole or any Part or Parts of the then Reſidue of the ſaid Term of one hundred Years, and in ſuch Manner and Form only as he the ſaid *Anſley Aſke* ſhould ſo give, limit, diſpoſe or direct the ſame. Now this Indenture witneſſeth, That the ſaid *Anſley Aſke* in Purſuance of the aforeſaid Truſts, and by Virtue of the Power and Authority to him given and reſerved, in and by the ſaid recited Indenture, and of all and every other Powers and Authorities to him in that Behalf given or reſerved, or any Way enabling him thereunto, doth by this preſent Deed or Inſtrument by him ſigned and ſealed in the Preſence of the Perſons whoſe Names are hereupon indorſed as Witneſſes hereunto, direct and appoint, that from and after his deceaſe the ſaid Term of one hundred Years, of, and in all the ſaid capital Meſſuage, Lands, Hereditaments and Premiſſes, ſhall remain, continue and be, and that the ſaid *Chriſtopher Cary*, his Executors, Adminiſtrators and Aſſigns, ſhall ſtand and be poſſeſſed of the ſame, and of the Rents and Profits thereof, and of every Part thereof, during all the ſaid Term of one hundred Years upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under, and ſubject to ſuch Proviſoes and Agreements, as are herein aftermentioned, expreſſed and declared, of and concerning the ſame: And the ſaid *Anſley Aſke* doth hereby give, limit, diſpoſe of and direct the ſame accordingly (that is to ſay) upon Truſt, that he the ſaid *Chriſtopher Carey*, his Executors, Adminiſtrators and Aſſigns, ſhall and do from and after the Deceaſe of the ſaid *Anſley Aſke*, by and out of the Rents, Iſſues and Profits of the ſaid capital Meſſuage, Lands, Hereditaments and Premiſſes, pay or cauſe to be paid unto *Henry Aske* (eldeſt Son of the ſaid *Anſley Aske*) and his Aſſigns, for and during the Term of his natural Life, one Annuity or yearly Rent or Sum of 60*l.* of lawful Money of *Great Britain*, by four equal quarterly Payments; the firſt Quarter's Payment thereof to begin, and to be made at the End of three Calendar Months next after the Deceaſe of the ſaid *Anſley Aske*, which Annuity or yearly Rent of 60*l.* is at all Times to bear and be ſubject to a proportionable Part of ſuch Land-Tax as ſhall for the Time being be chargeable upon the ſaid Meſſuage, Lands and Premiſſes by Act of Parliament. And upon this further Truſt, that he the ſaid *Chriſtopher Carey*, his Executors, Adminiſtrators and Aſſigns, ſhall and do from and after the Deceaſe of the ſaid *Anſley Aske*, by and out of the Rents, Iſſues and Profits of the ſaid capital Meſſuage, Lands, Hereditaments and Premiſſes, pay or cauſe to be paid for and during the natural Life of *Judith Jenks* (Wife of *Lewis Jenks* of *London*, Grocer, and Daughter of the ſaid *Anſley Aske*) one Annuity, yearly Rent or Sum of 40*l.* of like Money, by four equal quarterly Payments, unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form as ſhe the ſaid *Judith Jenks*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, ſhall by any Writing or Writings under her Hand from Time to Time direct or appoint, to the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts or Engagements of the ſaid *Lewis Jenks* her Huſband, but only at her own ſole and ſeparate Diſpoſe; and in Default of, and until ſuch Direction or Appointment, to the proper Hands of the ſaid *Judith Jenks*, whoſe Receipt under her Hand ſhall from Time to Time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipt ſhall be given; the firſt quarter's Payment of the ſaid Annuity of 40*l.* to begin, and to be made at the End of three Calendar Months next after the Deceaſe of the ſaid *Anſley Aske*, which ſaid Annuity or yearly Rent of 40*l.* is likewiſe at all Times to bear, and be ſubject to a proportionable

mined) to provide for younger Children, by the Father's Appointment.

The Appointment.

After the Father's Death,

to his eldeſt Son an Annuity for Life, ſubject to the Land Tax,

and after the Father's Death another Annuity for Life to a Daughter, for her ſeparate Uſe, &c.

ſubject to Land Tax.

portionable Part of ſuch Land-Tax, as ſhall for the Time being be chargeable upon the ſaid Meſſuage, Lands and Premiſſes by Act of Parliament; and ſubject to and charged, and chargeable with the ſaid two ſeveral Annuities of 60*l.* and 40*l.* in Manner aforeſaid, upon Truſt, that he the ſaid *Chriſtopher Cary*, his Executors, Adminiſtrators and Aſſigns, ſhall and do immediately from and after the deceaſe of the ſaid *Anſley Aſke* ſtand and be poſſeſſed of the ſaid Term of one hundred Years, of and in the ſaid capital Meſſuage, Lands, Hereditaments and Premiſſes, in Truſt for, and for the only Benefit of *Matthew Aſke*, (ſecond Son of the ſaid *Anſley Aſke*) his Executors, Adminiſtrators and Aſſigns, and to and for no other Uſe, Intent or Purpoſe whatſoever. Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them, and of theſe Preſents, that in Caſe the ſaid *Henry Aſke* the Son ſhall at any Time hereafter ſue, moleſt or diſturb the ſaid *Chriſtopher Cary*, his Executors, Adminiſtrators or Aſſigns, or any of them, in the Execution of any of the aforeſaid Truſts, or ſhall do or cauſe, or procure to be done, any other Act or Thing whereby the aforeſaid Truſts, or any of them, ſhall in any wiſe be impeached, hindred, obſtructed or defeated, then, and in ſuch Caſe, and ſo often, all Loſs, Coſts, Charges, Damages or Expences, which ſhall be occaſioned thereby, ſhall from Time to Time be born, diſcounted, paid and allowed out of his the ſaid *Henry Aſke*'s ſaid Annuity of 60*l. per Annum*; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed, by and between the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them, and of theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Anſley Aſke*, at any Time or Times hereafter during his Life, at his free Will and Pleaſure, by any Writing or Writings under his Hand and Seal, atteſted by Two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, ſealed and publiſhed in the Preſence of Three or more credible Witneſſes, to revoke, alter, make void or change, all and every or any the Truſts and appointments herein before made, or raiſed, of or concerning the ſaid Term of one hundred Years, of and in the ſaid capital Meſſuage, Lands, Hereditaments and Premiſſes, or any Part thereof; and by the ſame Writing or Writings, or laſt Will and Teſtament, or by any other Writing or Writings to be by him ſigned, ſealed and atteſted as aforeſaid, to limit, declare or appoint any new or other Truſts, Powers or Appointments, of or concerning the ſaid Term of one hundred Years of and in the Premiſſes, or ſuch Parts thereof, whereof or concerning which ſuch Revocation ſhall be made as aforeſaid, and ſo from Time to Time and as often as he ſhall think fit; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof, *&c.*

and charged with thoſe Annuities, in Truſt for his ſecond Son, his Executors, *&c.*

Proviſo if the eldeſt Son ſue or moleſt the Truſtee, *&c.* the Coſts to be diſcounted out of his Annuity.

Power to revoke, and declare new Uſes.

N° 6. *A Deed-Poll by a* Feme Covert, *charging her Inheritance with Money for her Daughters, and appointing who ſhall have the Fee, in Purſuance of a Power reſerved to her.*

TO all to whom theſe Preſents ſhall come, I Dame *Anne Auſtin*, Wife of Sir *Benjamin Auſtin*, of *Arnton* in the County of *Bucks*, Bart. ſend Greeting. Whereas in and by certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the ſeventeenth and eighteenth Days of *May* which was in the Year of our Lord 1718, the Releaſe being Quadrupartite, and made, or mentioned to be made between the ſaid Sir *Benjamin Auſtin* and me the ſaid Dame *Anne Auſtin* of the firſt Part, *Charles Auſtin*, Eſq; Son and Heir Apparent of the ſaid Sir *Benjamin Auſtin* of the ſecond Part, *Daniel Denton*, Eſq; (ſince deceaſed) and *Ezra Elton*, Eſq; of the third Part, and *Francis Ford*, Eſq; and *George Greg*, Eſq; of the fourth Part, all that my Moiety or Half-part of and in the Manor of *Hayne*, with the Rights, Members and Appurtenances thereof, in the County of *Bucks*, and of and in divers Meſſuages, Mills, Lands, Tenements and Hereditaments, in the Counties of *Bucks* and *Berks*, in the ſame Indenture more particularly mentioned and all other my Manors, Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, within the ſame Counties, or either of them, in the ſame Indentures mentioned or referred to, are and were (ſubject to divers Charges and

Indentures of Leaſe and Releaſe recited, whereby the Inheritance of the Wife (ſubject to Incumbrances) was conveyed (after other Uſes) to be at her Appointment;

Incumbrances

Incumbrances in the ſaid Indentures mentioned, and particularly to a certain Mortgage therein mentioned, or recited to be made of the ſame Moiety of the ſaid Manors and Premiſſes to *Humphry Herne*, Eſq; ſince deceaſed, for the Term of five hundred Years for ſecuring to him the Payment of 800*l.* and intereſt) conveyed and limited, To the Uſe of the ſaid Sir *Benjamin Auſtin* for the Term of my natural Life, without Impeachment of Waſte; and after his Deceaſe, to the Uſe of me the ſaid Dame *Anne Auſtin*, for the Term of my natural Life, without Impeachment of Waſte; and after the ſeveral Deceaſes of the ſaid Sir *Benjamin Auſtin*, and me the ſaid Dame *Auſtin*, to the Uſe of the ſaid *Charles Auſtin*, Eſq; for the Term of his natural Life, without Impeachment of Waſte; and from and after his Deceaſe to other Uſes therein mentioned and ſince determined; and after to the Uſe of the ſaid *Daniel Denton* and *Ezra Elton*, their Heirs and Aſſigns for ever, in Truſt, to convey and diſpoſe of the ſame Moiety of the ſaid Manors, Hereditaments and Premiſſes, and every or any Part thereof, to and for ſuch Uſes, Eſtates, Truſts, Intents and Purpoſes, and for ſuch Perſon and Perſons, and in ſuch Manner as I the ſaid Dame *Anne Auſtin* alone or together with my Huſband, and whether I ſhould be married or ſole, and notwithſtanding my Coverture, by any Deed or Deeds, Writing or Writings to be by me ſigned and ſealed in the Preſence of Three or more credible Witneſſes, ſhould from Time to Time declare, direct, limit, expreſs, name or appoint, for or concerning the ſame, in which ſaid Indenture of Releaſe is contained a Proviſo or Power for me the ſaid Dame *Anne Auſtin*, at any Time or Times during my Life, notwithſtanding my Coverture, and whether I ſhould be ſole or married, by any Writing or Writings under my Hand and Seal, atteſted by Three or more credible Witneſſes, to charge the ſaid Moiety of the ſaid Manors, Hereditaments and Premiſſes, or any Part thereof, or the aforeſaid Term of five hundred Years therein (ſubject to the Payment of ſaid 800*l.* and Intereſt to the ſaid *Humphry Herne*, as aforeſaid) with the Payment of any further Sum or Sums of Money not exceeding the Sum of 2000*l.* of lawful Money of *Great Britain*, over and above the Sum of 700*l.* then due to *Jane Jackſon* therein named and the ſaid 800*l.* to the ſaid *Humphry Herne*, to be raiſed, levied and paid at ſuch Time or Times, and in ſuch Manner, and to ſuch Perſon or Perſons, and in ſuch Parts, Shares and Proportions, and for ſuch Uſes and Purpoſes, as I the ſaid Dame *Anne Auſtin*, notwithſtanding my Coverture, ſhould by the ſame Writing, or any other Writing or Writings under my Hand and Seal, atteſted as aforeſaid, limit, direct, declare or appoint, with or without Power of Revocation. And whereas the ſaid *Humphry Herne* in his Life-time, at the Requeſt of the ſaid Sir *Benjamin Auſtin*, and me the ſaid Dame *Anne Auſtin*, did pay off the ſaid Sum of 700*l.* due to the ſaid *Jane Jackſon* as aforeſaid, and did take an Aſſignment of the ſame, and the Benefit thereof, from *James Knight*, Eſq; and the ſaid *Jane* then and now his Wife, for his the ſaid *Humphry Herne*'s Security. And whereas the ſaid *Humphrey Herne* did alſo at my Requeſt, and at my Direction and Appointment, in his Life-time lend and pay to the ſaid Sir *Benjamin Auſtin* the further Sum of 800*l.* for, and towards Part of the Marriage Portion of *Leonora Auſtin* his eldeſt Daughter. And whereas I did by Writing by me duly executed, (indorſed on the ſaid Mortgage to the ſaid *Humphry Herne*) by Virtue of my ſaid recited Power in that Behalf, charge the ſaid Moiety of the ſaid Manors, Hereditaments and Premiſſes, and the ſaid Term of five hundred Years therein, with the Payment of the ſaid laſt mentioned Sum of 800*l.* to the ſaid *Humphry Herne*, his Executors, Adminiſtrators and Aſſigns (being Part of the ſaid Sum of 2000*l.* which I had Power to charge thereon as aforeſaid) together with Intereſt for the ſame, at the Rate of 5*l. per Cent. per Annum*. Now know ye, that I the ſaid Dame *Anne Auſtin*, purſuant to, and by Force and Virtue of the ſaid laſt recited Power and Authority, and of all and every other Power and Powers to me in that Behalf given and reſerved, or any wiſe enabling me thereunto, do by this my Writing under my Hand and Seal, atteſted by the Perſons whoſe Names are hereupon indorſed as Witneſſes hereunto, charge the ſaid Term of five hundred Years, and the ſaid Moiety of the ſaid Manors, Meſſuages, Mills, Lands, Tenements and Premiſſes therein comprized (ſubject to the Payment of the Monies by him the ſaid *Humphry Herne* lent and advanced thereon as aforeſaid, and which are yet due and owing) with the Payment of the further Sum of 1200*l.* of lawful Money of *Great Britain* (being the Reſidue of the ſaid Sum of 2000*l.* which I had

notwithſtanding her Coverture,

and to be chargeable by her with a Sum of Money.

Recital of ſubſiſting Incumbrances.

The Appointment,

charging the Manor, &c. (ſubject to the Incumbrances) with a further Sum.

Power to charge on the ſaid Term of five hundred Years, and the ſaid Moiety of the ſaid Manors, Hereditaments and Premiſſes therein comprized as aforeſaid); and I do hereby order, declare, direct and appoint, that the ſaid Sum of 1200*l.* ſhall, as ſoon as may be after the Deceaſe of the Survivor of us the ſaid Sir *Benjamin Auſtin* and me the ſaid Dame *Anne Auſtin*, be raiſed and levied (ſubject to the Monies lent by the ſaid *Humphry Herne*, and yet due and owing as aforeſaid) by Sale or Mortgage of the ſaid Term of five hundred Years, and the Premiſſes therein comprized, or any Part thereof, and by the Rents and Profits of the Premiſſes in the mean Time, and until ſuch Sale, or by any other lawful Ways and Means, together with Intereſt for the ſaid 1200*l.* after the Rate of 5*l. per Cent. per Annum*, from the Death of ſuch Survivor, until the ſame be fully raiſed and levied. And I do hereby further order, declare, direct and appoint, that the ſaid Sum of 1200*l.* when raiſed ſhall be paid unto my two Daughters *Mary Auſtin* and *Olivia Auſtin*, for and towards their Portions, equally to be divided between them, Share and Share alike, together with ſuch Intereſt for the ſame in the mean Time as aforeſaid; provided always, that in caſe either of them my ſaid two Daughters laſt named ſhall happen to die unmarried in the Life-time of the ſaid Sir *Benjamin Auſtin*, and of me the ſaid Dame *Anne Auſtin*, or of the Survivor of us, then the Share of her ſo dying ſhall go, remain, and be paid unto the Survivor of them; provided alſo, that in caſe both of them the ſaid *Mary* and *Olivia* ſhall ſo happen to die unmarried in the Life-time of the ſaid Sir *Benjamin Auſtin* and of me the ſaid Dame *Anne Auſtin*, or of the Survivor of us, then the ſaid Sum of 1200*l.* ſhall not be received or paid, but ſhall ceaſe for the Benefit of the Perſon or Perſons to whom the Reverſion, Freehold and Inheritance of the Premiſſes comprized in the ſaid Term of five hundred Years ſhall for the Time being belong or appertain. And further know ye, that I the ſaid Dame *Anne Auſtin*, purſuant to, and by Force and Virtue of the further Power and Authority to me given and reſerved in and by the ſaid Indenture of Releaſe, concerning the Diſpoſal of the Reverſion or Remainder and Inheritance of the ſaid Moiety of the ſaid Manors, Lands and Premiſſes thereby limited to the Uſe of the ſaid *Daniel Denton* and *Ezra Elton*, their Heirs and Aſſigns as aforeſaid, and by Virtue of all and every other Power and Powers to me in that Behalf given or reſerved, or any wiſe enabling me thereunto, do by this my preſent Writing by me ſigned, ſealed and atteſted as aforeſaid, order, declare, direct and appoint, that the ſaid *Ezra Elton* (my ſurviving Truſtee) his Heirs and Aſſigns, ſhall ſtand and be ſeized of the ſaid Reverſion or Remainder, and Inheritance of the ſaid Moiety, or Half-part of the ſaid Manors, Hereditaments and Premiſſes, expectant upon the ſeveral Deceaſes of the ſaid Sir *Benjamin Auſtin* and me the ſaid Dame *Anne Auſtin*, and the ſaid *Charles Auſtin*, Eſq; in Truſt, to ſettle, convey and diſpoſe of the ſame Moiety or Half-part of the ſaid Manors and Premiſſes, and do and ſhall accordingly ſettle, convey and diſpoſe of the ſame, to the Uſes following, (that is to ſay) to the Uſe of my ſaid two Daughters *Mary Auſtin* and *Olivia Auſtin*, their Executors, Adminiſtrators and Aſſigns, for the Term of five hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of five hundred Years, to the Uſe and Behoof of my ſaid Son the ſaid *Charles Auſtin*, Eſq; his Heirs and Aſſigns for ever. In which ſaid Settlement and Conveyance there ſhall be, and I do hereby order, direct and appoint, that there be inſerted and contained a Proviſo to the Effect following, *viz.* that if the ſaid *Charles Auſtin*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and do, within the Space of two Years next after the Deceaſe of the Survivor of the ſaid Sir *Benjamin Auſtin* and me the ſaid *Anne Auſtin*, well and truly pay, or cauſe to be paid unto my ſaid Daughter *Mary Auſtin*, her Executors or Adminiſtrators, the Sum of 600*l.* of lawful Money of *Great Britain*; and unto my ſaid Daughter *Olivia Auſtin*, her Executors or Adminiſtrators, the further Sum of 600*l.* of like Money, over and above what is herein before provided for my ſaid Daughters, together with Intereſt for the ſame reſpective Sums after the Rate of 5*l. per Cent. per Annum*, by equal Half-yearly Payments, in the mean Time, from and after the End of one Year next after ſuch the Deceaſe of the Survivor of us the ſaid Sir *Benjamin Auſtin* and me the ſaid Dame *Anne Auſtin*, and until the ſaid two laſt mentioned Sums of 600*l.* and 600*l.* ſhall be reſpectively paid as aforeſaid, then, and in ſuch

To be paid to two Daughters,

with Benefit of Survivorſhip;

if both die, &c. the Money not to be raiſed.

Appointment of the Remainder, &c.

In Truſt,

to ſettle to the Uſe of the Daughters for a long Term, *ſans* Waſte,

then to the Son in Fee.

The Settlement to contain a Proviſo to enable the Son to ceaſe the Term on Payment of further Sums, &c.

ſuch Caſe, and at all Times from thenceforth, the ſaid Term of five hundred Years ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes; any Thing herein, or in ſuch Settlement to be contained to the contrary thereof in any wiſe notwithſtanding. Provided always, and it is the true Intent and Meaning of theſe Preſents, That it ſhall and may be lawful to and for me the ſaid Dame *Anne Auſtin*, at any Time or Times hereafter during my Life, notwithſtanding my Coverture, and whether I ſhall be ſole or married, either alone or together with the ſaid Sir *Benjamin Auſtin*, by any Writing or Writings under my Hand and Seal, atteſted by three or more credible Witneſſes, or by my laſt Will and Teſtament in Writing or any Writing purporting my laſt Will and Teſtament, to be by me ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, to revoke, alter, make void, or change all and every or any the Uſes, Truſts, Declarations, Directions, Limitations or Appointments herein, and hereby before by me made, ordered, declared, limited, directed or appointed, or any of them, or any Part thereof, and by the ſame Writing or Writings, or laſt Will and Teſtament in Writing, or Writing purporting my laſt Will, or by any other Writing or Writings to be by me ſigned, ſealed and atteſted as aforeſaid, to limit, declare, direct or appoint, any new or other Uſe or Uſes, Truſt or Truſts, Eſtate or Eſtates, of or concerning the Premiſſes, or any of them, or any Part or Parcel thereof, whereof or concerning which ſuch Revocation or Alteration ſhall be made as aforeſaid; any thing herein before contained to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof I the ſaid Dame *Anne Auſtin* have hereunto ſet my Hand and Seal this ſixteenth Day of *February* in the twelfth Year of the Reign, *&c.* *Annoque Domini*, 1726.

A Power of Revocation, *&c.*

A Deed of Appointment of Monies to ariſe by Sale of Lands, and perſonal Eſtate, for the Benefit of the Appointor's Wife and Daughters, with Variety of contingent Diſpoſitions as abſtracted in the Margin; and Power to the Wife (ſurviving her Huſband) to make other Appointment, and then this to be void. N° 7.

TO all to whom this preſent Deed or Writing ſhall come, *Abel Aſh* of *Alton* in the County of *Surry*, Eſq; ſendeth Greeting. Whereas in and by certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the eighteenth and ninteenth Days of this inſtant Month of *May*, and made or mentioned to be made between the ſaid *Abel Aſh* of the one Part, *Benjamin Bruce* of, *&c.* Eſq; *Charles Carter* of, *&c.* Eſq; and *David Dart* of, *&c.* Eſq; of the other Part, the ſaid *Abel Aſh* for the Conſiderations therein mentioned, did grant and convey unto the ſaid *Benjamin Bruce*, *Charles Carter*, and *David Dart*, their Heirs and Aſſigns, all that his Manor commonly called *Coalfield*, with the Appurtenances, in the County of *Devon*; and all his Meſſuages, Demeſne Lands, Farms, Lands, Tenements and Hereditaments in *Coalfield* aforeſaid, or in any of the Villages, Hamlets or Precincts of the ſame; and the Advowſon of the Pariſh Church of *Coalfield* aforeſaid; and all other the Lands, Tenements and Hereditaments of the ſaid *Abel Aſh*, and of his own Purchaſe in the ſaid County of *Devon*; To hold unto the ſaid *Benjamin Bruce*, *Charles Carter*, and *David Dart*, their Heirs and Aſſigns, to, for, and upon divers Uſes, Truſts, Intents and Purpoſes in the ſaid Indenture of Releaſe expreſſed and declared of and concerning the ſame; and (among others) upon Truſt, that they the ſaid Truſtees (after the ſeveral Deceaſes of the ſaid *Abel Aſh* and *Emma* his Wife) ſhould ſell and diſpoſe of the ſaid Manor, Lands, Hereditaments and Premiſſes, and pay, apply and diſpoſe of the Monies ariſing by ſuch Sale, and the Rents and Profits of the ſame Premiſſes in the mean Time (from and after the Deceaſe of the Survivor of them the ſaid *Abel Aſh* and *Emma* his Wife) until ſuch Sale, after Deduction of all Coſts, Charges and Expences attending the Execution of the Truſts thereby created, unto ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes, and upon ſuch Truſts as the ſaid *Abel Aſh* in his Lifetime, or the ſaid *Emma* his Wife, after his Deceaſe, by any Deed or Writing, Deeds or Writings, under his or her Hand and Seal reſpectively executed in the Preſence of two or more credible Witneſſes, or by his or her laſt Will and Teſtament

Recital of a Conveyance, by Leaſe and Releaſe, of a Manor, *&c.* (by the Appointor in this Deed) to Truſtees to ſell.

The Money (after Expences) to be paid to Perſons to be appointed by the Grantor, or his Wife after his Death.

ment in Writing, or by any Codicil or Codicils ſhould direct, limit, appoint, give or diſpoſe of the ſame, as by the ſaid recited Indenture, Relation being thereunto had, may (among other Things) more fully appear. And whereas the ſaid *Abel Aſh* doth fully purpoſe and intend by his laſt Will and Teſtament to give and deviſe unto the ſaid *Emma* his Wife, all the Reſt and Reſidue, and Overplus of his Eſtate both Real and Perſonal (after Payment of his Debts, funeral Charges, and ſome ſmall Legacies) for her better Support whilſt ſhe lives, and to diſpoſe thereof as ſhe ſhall think fit after her Death, and to make the ſaid *Emma* his Wife ſole Executrix of ſuch Will during her Life, and after her Death the ſaid *Benjamin Bruce, Charles Carter* and *David Dart* Executors thereof. Now theſe Preſents witneſs, That in Caſe the ſaid *Abel Aſh* ſhall by his Will make ſuch Gift and Deviſe to the ſaid *Emma* his Wife as aforeſaid, and ſhe the ſaid *Emma* ſhall happen to die without making any Appointment or Diſpoſition of the Monies ariſing by Sale or otherwiſe of the Premiſſes mentioned in the ſaid recited Indentures, or of the Reſt, Reſidue and Overplus of ſuch Eſtate Real and Perſonal ſo intended to be deviſed to her as aforeſaid, then, and in ſuch Caſe, he the ſaid *Abel Aſh*, by Virtue, and in Purſuance of the Power and Authority to him in and by the ſaid Indenture of Releaſe given or reſerved, and of all other Powers and Authorities in any wiſe enabling him thereunto, doth by this his preſent Deed or Writing under his Hand and Seal, by him ſigned, ſealed and executed in the Preſence of the Perſons whoſe Names are hereupon indorſed as Witneſſes thereunto, direct, limit, appoint, give and diſpoſe of all ſuch Monies ariſing by Sale or otherwiſe of the Premiſſes in the ſaid recited Indentures mentioned, and alſo all the Reſt, Reſidue and Overplus of ſuch Eſtate Real and Perſonal ſo intended to be deviſed to the ſaid *Emma*, and whereof ſhe ſhall make no Diſpoſition or Appointment as aforeſaid (except ſuch his Books, Manuſcripts, Papers, ancient and modern Coins, Medals, Plate or Houſhold Goods as he the ſaid *Abel Aſh* at any Time or Times hereafter during his Life, or the ſaid *Emma* his Wife, in caſe ſhe ſurvive him, at any Time or Times during her Life, ſhall by any Writing or Writings under his or her Hand and Seal, atteſted by two or more credible Witneſſes, give, leave or diſpoſe of to any Perſon or Perſons, or for any particular Uſe or Uſes) unto them the ſaid *Benjamin Bruce, Charles Carter* and *David Dart*, (whom the ſaid *Abel Aſh* intends to make Executors of his laſt Will and Teſtament after the Death of the ſaid *Emma* his Wife) their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, upon, for and under the Truſts, Uſes, Intents and Purpoſes herein after mentioned; that is to ſay, upon Truſt, that they the ſaid *Benjamin Bruce*, *Charles Carter* and *David Dart*, and the Survivors and Survivor of them, his or their Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and do as ſoon as conveniently they can after the Deceaſe of the ſaid *Emma*, Wife of the ſaid *Abel Aſh*, get in the Debts and Effects of him the ſaid *Abel Aſh* then ſtanding out, and ſell and diſpoſe of all ſuch Manors, Lands, Tenements and Hereditaments, Goods, Chattels and other Eſtate of him the ſaid *Abel Aſh*, of what Kind ſoever, as ſhall then remain undiſpoſed of (except as aforeſaid) for the beſt and higheſt Price they can reaſonably get for the ſame, or that can be reaſonably made thereof; and having turned and converted the Whole (except as aforeſaid) into Money, ſhall and do thereby and thereout in the firſt Place raiſe and advance, apply and diſpoſe of the Sum of 2500*l.* of lawful Money of *Great Britain*, to and for the ſeveral Uſes and Purpoſes herein aftermentioned, expreſſed or referred to concerning the ſame; that is to ſay, in Truſt from Time to Time during the Lives of *Frances Ferne* of, &c. Widow, and her Niece *Grace Godwin*, and the Life of the Survivor of them, to put and place out the ſame 2500*l.* upon ſome good publick or private Security or Securities, at Intereſt, and from and after the Deceaſe of the Survivor of them the ſaid *Abel Aſh* and *Emma* his Wife, in Truſt, to pay, out of the yearly Intereſt and Produce thereof as the ſame ſhall ariſe and be received, unto the ſaid *Frances Ferne*, for and during the Term of her natural Life, for her better Support and Maintenance, one Annuity or yearly Sum of 60*l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe; the ſame Annuity to be paid, and payable at or in the common Dining Hall of *Lincoln*'s Inn in the County of *Middleſex*, yearly and every Year, at or upon the four moſt uſual Feaſts or Days of Payment in the Year; that is to ſay [*Here mention them*] by even and equal Portions;

Recital that the Appointor intends by his Will to give his Wife the Reſidue of his Eſtate for her Life, and to make her ſole Executrix during Life, and then the other Parties hereto.

The Appointment (in caſe he makes ſuch Deviſe to her, and ſhe dies without making any Appointment)

the Eſtate (except Books, &c.) given

to the other Parties hereto, the Truſtees,

upon Truſt,

to get in the Debts and ſell the Lands,

and apply Part of the Intereſt to pay Annuities to two Perſons ſucceſſively.

ons; the first Payment thereof to begin and be made on such of the same Feasts as shall next happen after the Decease of the Survivor of them the said *Abel Ash* and *Emma* his Wife; and from and after the Decease of the Survivor of them the said *Abel Ash* and *Emma* his Wife, and *Frances Ferne*, then in Trust, to pay, out of the yearly Interest and Produce of the said Sum of 2500*l.* as the same shall arise and be received, unto the said *Grace Godwin*, for and during the Term of her natural Life, one Annuity or yearly Sum of 30*l.* of like Money, free and clear of and from all Taxes, Charges and Deductions whatsoever, Parliamentary or otherwise; the said Annuity of 30*l.* to be paid, and payable at or in the common Dining Hall of *Lincoln*'s Inn aforesaid, at or upon the four most usual Feasts or Days of Payment in the Year beforementioned, by even and equal Portions; the first Payment of the same Annuity to begin and be made on such of the same Feasts as shall next happen after the Decease of the Survivor of them the said *Abel Ash* and *Emma* his Wife, and *Frances Ferne*; and upon further Trust, to pay, apply and dispose of all the Residue of the Interest and Produce of the said Sum of 2500*l.* (over and above so much thereof as shall from Time to Time be sufficient to answer and pay the said several and respective Annuities as the same shall respectively become due) and from and after the Decease of the Survivor of them the said *Frances Ferne* and *Grace Godwin*, to pay, apply and dispose of the said Sum of 2500*l.* and all the Interest and Produce thereof from thenceforth to arise, unto such Person or Persons, and for such Uses, Intents and Purposes, and in such Manner as the said *Abel Ash* shall at any Time or Times hereafter, with or without Power of Revocation, by any Writing or Writings under his Hand and Seal, attested by two or more credible Witnesses, or by his last Will and Testament in Writing, and attested as aforesaid, direct, limit, declare or appoint of or concerning the same, or any Part thereof; and in default of such Direction, Limitation, Declaration or Appointment, then the same to go and be applied as the Residue of the Estate of the said *Abel Ash* is hereinafter by these Presents directed to be employed and disposed of. And upon this further Trust, that after the Raising and Advancing of the aforesaid Sum of 2500*l.* for the Purposes aforesaid, they the said Trustees, or the Survivors or Survivor of them, his or their Executors, Administrators or Assigns, shall and do make an equal Division of all the Rest and Residue of the said *Abel Ash*'s Estate and Effects amongst, or for the Benefit of all the Daughters of him the said *Abel Ash*, Share and Share alike, and pay and dispose of the same accordingly, in such Manner, and at such Times as are herein after for that Purpose mentioned; that is to say, the Part and Share of each and every of the said Daughters to be put and placed out upon some good publick or private Security or Securities, at Interest, or laid out, and invested in the Purchase of Stock in the Bank of *England*, *South-Sea* Company, *East-India* Company, or of *South-Sea* Annuities, or some other good publick Funds, and the Interest and annual Produce thereof to be paid to such Daughters respectively, during their respective Lives, for their own sole and separate Use, and wherewith their then, or any after taken Husband or Husbands shall not intermeddle, or have any controuling or disposing Power over the same, or any Part thereof; nor shall the same be liable to any of their Husband's Debts or Incumbrances, nor shall such Husband or Husbands be capable of giving Receipts for the same, or any Part thereof. And after the several and respective Deaths of such Daughters, their several and respective Parts and Shares shall go and be paid in Manner following; that is to say, the Part and Share of each such Daughter shall go and be paid to all and every her Children by her first Husband (except her eldest or only Son for the Time being by such Husband) to be equally divided amongst them (if more than one) Share and Share alike; and if but one such Child, then to such only Child, to and for his or her own Use and Benefit: The Parts and Shares of such Children, together with such Improvement as in the mean Time shall be made of the same, to be paid to such of them as shall be a Son or Sons at his or their respective Age or Ages of twenty-one Years; and to such of them as shall be a Daughter or Daughters, at her or their respective Age or Ages of twenty-one Years, or Day or Days of Marriage, which shall first happen, provided she or they marry with the Advice and Consent of the said *Emma*, Wife of the said *Abel Ash*, if then living; and in Case she be then dead, with the Advice and Consent of the said Trustees, or the Survivors or Survivor of them, his Executors or Administrators; and in case any

The second not to commence until the first determines.

The Residue of the Interest, and afterwards the Principal, to other Persons, to be appointed by the now Appointor;

in default of such Appointment, then as the Residue of his Estate is to go.

The Residue of his Estates to be equally divided among his Daughters,

each Part to be put out at Interest.

The Interest, &c. to be paid to each during Life, for her separate Use, and

after their respective Deaths to go to their Children by the first Husband (except eldest Sons.)

Payable to Sons at twenty-one.

To Daughters at twenty-one or Marriage; so that they Marry with Consent.

any of ſuch Children (except as aforeſaid) ſhall die before his, her or their reſpective Share or Shares ſhall become payable; or in caſe any younger Son ſhall become an eldeſt Son, then, and in either of the ſaid Caſes the Share or Shares of him, her or them ſo dying or becoming an eldeſt Son as aforeſaid, ſhall, together with the Improvements thereof, go and be paid to the Survivors or Survivor, or others or other of ſuch Children by the ſame Mother (except as aforeſaid) Share and Share alike, as, and when the original Share or Shares of ſuch Survivors or Survivor, or others or other of them ſhall become payable by Virtue of theſe Preſents; provided always, that in caſe all the Children of any of the ſaid Daughters by her firſt Huſband (except as aforeſaid) ſhall happen to die before any of their reſpective Share or Shares ſhall become payable as aforeſaid, then the Share or Shares of ſuch Daughter or Daughters, together with the Improvement thereof, as aforeſaid, ſhall go and be paid to the eldeſt or only Son of ſuch Daughter or Daughters reſpectively, by ſuch firſt Huſband, at his Age of twenty-one Years. Provided alſo, that in caſe any of the ſaid Daughters ſhall happen to die not having any Child or Children by her or their firſt Huſband or Huſbands, or having ſuch, all of them ſhall die before their reſpective Parts or Shares ſhall become payable to them reſpectively by Virtue of theſe Preſents, then the Share or Shares of ſuch Daughter or Daughters ſhall go and be paid to all and every her and their reſpective Child and Children by any after taken Huſband or Huſbands, to be equally divided amongſt them (if more than one) Share and Share alike; and if but one ſuch Child of any one ſuch Daughter, then the Share of ſuch Daughter to be paid to ſuch her only Child; the Parts or Shares of the ſaid laſt mentioned Child or Children, together with ſuch Improvement as in the mean Time ſhall be made of the ſame, to be paid to ſuch of them as ſhall be a Son or Sons, at his or their reſpective Age or Ages of twenty-one Years; and to ſuch of them as ſhall be a Daughter or Daughters, at her or their reſpective Age or Ages of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen; provided ſhe or they marry with ſuch Advice and Conſent as aforeſaid. Provided alſo, that in caſe any of the ſaid Daughters of the ſaid *Abel Aſh* ſhall die in the Life-time of him and the ſaid *Emma* his Wife, or of the Survivor of them, and ſhall leave one or more Child or Children by her or their firſt or any after taken Huſband or Huſbands, then, and in ſuch Caſe, the Part or Share, or Parts or Shares of the Premiſſes, which by Virtue of theſe Preſents, and the Truſts aforeſaid, would have come and accrued to ſuch Daughter or Daughters, and her or their Child or Children in Manner aforeſaid, in caſe the ſame Daughter or Daughters had ſurvived the ſaid *Abel Aſh* and *Emma* his Wife, ſhall, together with the Improvement in the mean Time to be made of the ſame, go and be paid to the Child or Children of ſuch Daughter or Daughters at ſuch Times, and in ſuch Manner, and upon, and under ſuch Contingencies and Reſtrictions, as the ſame would have been payable to her or their Child or Children by Virtue of the aforeſaid Truſts, in caſe ſuch Daughter or Daughters had ſurvived the ſaid *Abel Aſh* and *Emma* his Wife; any Thing herein contained to the contrary notwithſtanding. Provided further, that in caſe one or more of the three eldeſt Daughters of the ſaid *Abel Aſh*, *viz.* *Hannah Jones* Wife of *John Jones*, Eſq; *Letitia Moore* Wife of *Matthew Moore*, Eſq; and *Olivia Peers* Wife of *Peter Peers*, Eſq; ſhall die without any Child or Children living at her or their reſpective Deaths, or there being ſuch Child or Children, all of them die before their or any of their reſpective Parts or Shares ſhall become payable by Virtue of the Truſts aforeſaid, then, and in ſuch Caſe, the Part or Share, or Parts or Shares of the ſame Daughter or Daughters, together with ſuch Improvement as ſhall be made of the ſame in the mean Time, from and after the Deceaſe of the ſame Daughter or Daughters, and Failure of her or their Child or Children as aforeſaid, ſhall go and remain to all and every the Child or Children then living, or then after to be born of the other or others of them the ſaid three laſt named Daughters of him the ſaid *Abel Aſh*, to be paid at ſuch Times, and in ſuch Manner, and upon and under ſuch Contingencies and Reſtrictions, as the Share or Shares of ſuch other or others of the ſame three Daughters would have been payable to her or their Child or Children by Virtue of the Truſts aforeſaid, if ſuch other Daughter or Daughters had been then actually dead; the ſame Child or Children of every ſuch other or others of the ſame three Daughters to ſtand in the Place and Stead of his, her or their reſpective Mother or Mothers, and to have

Benefit of Survivorſhip, &c.

If all the younger Children die, then to the only Son.

If Daughter of the Appointor have no Child living, &c. by the firſt Huſband, then her Children by other Huſbands may take,

If a Daughter dies in the Life-time of the Appointor and his Wife, her Children to take as above.

If any of the three eldeſt Daughters die without a Child to whom a Share ſhall become payable,

her Share to go to the Children of the others of thoſe Daughters.

have and enjoy his, her or their reſpective Mother or Mothers Share or Shares of and in the Premiſſes (together with ſuch Improvement as in the mean Time ſhall be made of the ſame as aforeſaid): And in Caſe all of them the ſaid three Daughters of the ſaid *Abel Aſh* ſhall die without any Child or Children living at their reſpective Deaths, or there being ſuch Child or Children, all of them die before their or any of their reſpective Parts or Shares ſhall become payable by Virtue of the Truſts aforeſaid, then and in ſuch Caſe the Parts or Shares of all of them the ſaid three eldeſt Daughters (together with ſuch Improvement as in the mean Time ſhall be made of the ſame as aforeſaid) ſhall go and remain to all and every Child or Children then living, or then after to be born of the three youngeſt Daughters of him the ſaid *Abel Aſh*, *viz. Rachael* Wife of *Stephens Sims*, Eſq; *Tabitha* Wife of *William Wells*, Eſq; and *Amey* Wife of the Reverend *Charles Criſp*, to be paid at ſuch Times, and in ſuch Manner, and upon and under ſuch Contingencies and Reſtrictions, as the Share or Shares of the ſaid three youngeſt Daughters reſpectively would have been payable to her or their reſpective Child or Children by Virtue of the Truſts aforeſaid, if they or any of them the ſaid three youngeſt Daughters had been then actually dead; the ſame Child or Children of each of them the ſaid three youngeſt Daughters to ſtand in the Place and Stead of his, her or their reſpective Mother or Mothers, and to have and enjoy his, her or their reſpective Mother or Mothers Share or Shares of and in the Premiſſes, together with ſuch Improvement as in the mean Time ſhall be made of the ſame as aforeſaid; alſo that in caſe one or more of the ſaid three youngeſt Daughters of the ſaid *Abel Aſh* ſhall die without any Child or Children living at her or their reſpective Deaths, or there being ſuch Child or Children, all of them die before their, or any of their reſpective Parts or Shares ſhall become payable by Virtue of the Truſts aforeſaid, then and in ſuch Caſe the Part or Share, or Parts or Shares of the ſame Daughter or Daughters, together with ſuch Improvement as in the mean Time ſhall be made of the ſame as aforeſaid, ſhall go and remain to all and every the Child or Children then living, or then after to be born of the other or others of them the ſaid three youngeſt Daughters of the ſaid *Abel Aſh*, to be paid at ſuch Times, and in ſuch Manner, and upon and under ſuch Contingencies and Reſtrictions, as the Share or Shares of ſuch other or others of the ſame three Daughters would have been payable to her or their Child or Children by Virtue of the Truſts aforeſaid, if ſuch other Daughter or Daughters had heen actually dead; the ſame Child or Children of every ſuch other or others of the ſame three Daughters to ſtand in the Place and Stead of his, her or their reſpective Mother or Mothers, and to have and enjoy his, her or their reſpective Mother or Mothers Share or Shares of and in the Premiſſes, together with ſuch Improvements as in the mean Time ſhall be made of the ſame as aforeſaid. And in caſe all of them the ſaid three youngeſt Daughters of the ſaid *Abel Aſh* ſhall die without any Child or Children living at their reſpective Deaths, or there being ſuch Child or Children, all of them die before their or any of their reſpective Parts or Shares ſhall become payable by Virtue of the Truſts aforeſaid, then, and in ſuch Caſe, the Parts or Shares of all of them the ſaid three youngeſt Daughters, together with ſuch Improvement as in the mean Time ſhall be made of the ſame as aforeſaid, ſhall go and remain to all and every the Child and Children then living, or then after to be born of the ſaid three eldeſt Daughters of him the ſaid *Abel Aſh*, to be paid at ſuch Times, and in ſuch Manner, and upon and under ſuch Contingencies and Reſtrictions, as the Share or Shares of the ſaid three eldeſt Daughters reſpectively would have been payable to her or their reſpective Child or Children by Virtue of the Truſt aforeſaid, if they or any of them the ſaid three eldeſt Daughters had been then actually dead; the ſame Child or Children of each of them the ſaid three eldeſt Daughters to ſtand in the Place and Stead of his, her or their reſpective Mother or Mothers, and to have and enjoy his, her or their reſpective Mother or Mothers Share or Shares of and in the Premiſſes, together with ſuch Improvements as in the mean Time ſhall be made of the ſame as aforeſaid. Provided always nevertheleſs, that in caſe all the ſaid ſix Daughters of the ſaid *Abel Aſh* ſhall die without any Child or Children of them or any of them living at her or their reſpective Deaths, or there being ſuch Child or Children, all of them die before their or any of their reſpective Parts or Shares of the Premiſſes ſhall become payable by Virtue of the Truſts aforeſaid, then, and in ſuch Caſe, the Part or Share of each of the

If all the three eldeſt die without ſuch Child, &c. their Shares to go to the Children of the three youngeſt Daughters.

If any of the three youngeſt Daughters die without ſuch Child, &c. her Share to go to the Children of the others of thoſe Daughters;

and if all the three youngeſt die without ſuch Child, &c. their Shares to go to the Children of the three eldeſt Daughters.

If all the ſix Daughters die without ſuch Child, &c. their Shares to go to their reſpective Repreſentatives.

the ſame Daughters, together with ſuch Improvement as in the mean Time ſhall be made of the ſame as aforeſaid, ſhall be, go and remain unto the legal Repreſentatives of ſuch reſpective Daughter. Provided always, and the ſaid *Abel Aſh* doth hereby expreſly declare, that in caſe the ſaid *Hannah Jones* and *Letitia Moore*, the two firſt married Daughters of the ſaid *Abel Aſh*, or either of them, ſhall by Force or Virtue of their reſpective Marriage Settlements, or of any Clauſe, Covenant, Condition or Agreement therein reſpectively contained, or by Force or Means of any other Deed or Writing whatſoever, concerning or relating to their reſpective Marriage or otherwiſe, be compelled to aſſign or depart with all or any Part of the Money or Eſtate belonging or accruing to them, or either of them, by, from and under any Settlement of the Eſtate of *Daniel Aſh* their late Grandfather, for or towards any Proviſion for the Maintenance, or Portion or Portions of their, or either of their younger Child or Children, or otherwiſe, whereby they the ſaid *Hannah Jones* and *Letitia Moore*, or either of them may and will be deprived of the whole Benefit of their ſaid Grandfather's Intentions to them, or of any Part thereof (which is now become altogether unneceſſary and unreaſonable, he the ſaid *Abel Aſh* having lately given to their ſaid Huſbands a Place or Office far exceeding in Value what can ever come or accrue to their ſaid Wives, by, from or under any Settlement of their ſaid late Grandfather's Eſtate) then, and in ſuch Caſe, the aforeſaid Truſtees ſhall and do iſſue, pay and diſpoſe of ſuch Part and Share of the Reſidue and Overplus of the ſaid Eſtate of the ſaid *Abel Aſh*, as is herein before appointed to or for ſuch of them the ſaid *Hannah Jones* and *Letitia Moore* as ſhall be ſo deprived as aforeſaid, in the Purchaſe of one or more Annuity or Annuities, for and during her or their reſpective Life or Lives; and that ſuch Annuity or Annuities ſhall be iſſued, paid and diſpoſed of to ſuch Perſon or Perſons only, and no others, and for ſuch Uſes and Purpoſes as they the ſaid *Hannah Jones* and *Letitia Moore* reſpectively ſhall by any Deed or Writing, Deeds or Writings, under her or their reſpective Hands, notwithſtanding her or their Coverture, and without the Conſent of their reſpective Huſbands from Time to Time, order, direct or appoint, as and for a ſeparate Proviſion, Recompence and Compenſation for ſuch of them the ſaid *Hannah Jones* and *Letitia Moore* as ſhall be ſo deprived as aforeſaid, and wherewith their preſent or any after taken Huſband or Huſbands ſhall no ways intermeddle, or have any controlling Power over the ſame; any Thing herein contained to the contrary notwithſtanding. Provided alſo, and the ſaid *Abel Aſh* doth hereby grant and declare, That for the better carrying on the aforeſaid Truſts from and after his Deceaſe, and the Deceaſe of the ſaid *Emma* his Wife, it ſhall and may be lawful to and for the ſaid *Benjamin Bruce*, *Charles Carter* and *David Dart*, or the Survivors or Survivor of them, in caſe of the Death of one or two of them before the Accompliſhment of the ſaid ſeveral Truſts, to nominate and appoint one or more new Truſtee or Truſtees for the Purpoſes aforeſaid, to keep up the Number of three Truſtees with the like Power to them, and ſuch new Truſtees, in caſe of any of their Deaths, to fill and keep up the ſaid Number, who ſhall all of them have the like Power and Authority to act in the aforeſaid ſeveral Truſts, according to the true Intent and Meaning of the ſame, as fully and amply, to all Intents and Purpoſes, as if ſuch New or other Truſtee or Truſtees had been actually named by the ſaid *Abel Aſh* himſelf; and that as well the ſaid *Benjamin Bruce*, *Charles Carter* and *David Dart*, as alſo ſuch new Truſtee or Truſtees to be nominated or appointed as aforeſaid, ſhall be wholly indemnified and ſaved harmleſs by and out of the Premiſſes of, from and againſt any Loſs which ſhall happen in the due Execution of the ſeveral Truſts herein before, and in and by the ſaid recited Indenture of Releaſe committed to them as aforeſaid; and that they or any of them, ſhall not be charged or chargeable with, or accountable for any more Monies than they reſpectively ſhall actually receive by Virtue of the Truſt aforeſaid, nor the one of them for the other of them, or for the Acts, Deeds or Receipts of the other. And the ſaid *Abel Aſh*, for the avoiding what Trouble he can to his ſaid Truſtees, and for the better enabling them with the more Eaſe to carry on the aforeſaid Truſts, doth hereby authoriſe and impower them the ſaid Truſtees, and the Survivors or Survivor of them, his or their Executors, Adminiſtrators or Aſſigns, from Time to Time to conſtitute, appoint and imploy under them, one or more fit or proper Agent or Agents, or Receiver or Receivers, to manage the ſaid Truſt Eſtate and

Proviſo, that if the two firſt married Daughters be compelled to aſſign, &c. any of the Eſtate coming from their Grandfather,

(which is unreaſonable the Father having given ſomething more valuable to their Huſbands)

then the Truſtees to inveſt their Shares in Purchaſe of Annuities to be paid as they reſpectively direct, without Conſent of their Huſbands.

Power given to the Truſtees to fill up the Number in caſe of Death.

Truſtees to be indemnified,

and charged only for their own Receipts.

Truſtees impowered to imploy a Receiver, &c.

and Premiſſes, and to collect and get in the ſame, and the Rents, Intereſt and Produce thereof, and to do and tranſact the Buſineſs and Affairs relating to the aforeſaid Truſts, and from Time to Time to account with the ſame Truſtees for all Monies received by ſuch Agent or Agents, Receiver or Receivers, for or on Account of the ſaid Truſt Eſtate and Premiſſes, or any Part thereof, and for all other Matters and Things by him or them done in or about the ſame, which Agent or Agents, or Receiver or Receivers, ſhall be paid and allowed by and out of the Premiſſes, for his and their Care and Trouble in and about the Matters and Things aforeſaid, ſuch Salary or Salaries, as they the ſame Truſtees, or the Survivors or Survivor of them, his or their Executors, Adminiſtrators or Aſſigns, ſhall think fit and reaſonable during ſo long a Time as he or they ſhall be employed as aforeſaid, and ſhall and may be removed from ſuch Imployment when and ſo often as they ſhall think fit. Provided laſtly, That if the ſaid *Emma*, Wife of the ſaid *Abel Aſh*, ſhall after his Deceaſe by any Deed or Writing under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, and atteſted as aforeſaid, make or create any Gift, Appointment, Diſpoſition or Truſt, of or concerning the ſaid Monies ariſing by Sale or otherwiſe, of the Premiſſes mentioned in the ſaid recited Indentures of Leaſe and Releaſe, or of the Reſidue and Overplus of the ſaid Eſtate intended to be deviſed to her by the ſaid *Abel Aſh* as aforeſaid, or any Part thereof, contrary or diſagreeable to the Diſpoſitions or Appointments hereby thereof made, then this preſent Deed, and the Appointment, Diſpoſitions and Truſts hereby made and created by the ſaid *Abel Aſh*, ſhall, as to all or ſo much of the Premiſſes, whereof ſhe ſhall make ſuch Diſpoſition or Appointment, ceaſe, determine, and be utterly void and of none effect; and ſuch Deed, Will or Diſpoſition of the ſaid *Emma* ſhall be as valid and effectual in the Law as if this preſent Deed or Writing had never been made. But if ſhe the ſaid *Emma*, Wife of the ſaid *Abel Aſh* ſhall make no ſuch Deed, Will or Diſpoſition as aforeſaid, then this preſent Deed ſhall ſtand and remain, and be in full Force and Virtue. In witneſs, *&c.*

to be allowed a Salary.

and removeable at Pleaſure.

Provided, if the Wife of the Appointtor, after his Deceaſe, make another Appointment of the Premiſſes,

or of any Part thereof, the preſent Appointment (as to ſo much) is to be void; and her Appointment is to take place.

An Appointment, being a Settlement of a Jointure before Marriage, by Tenant for Life, in purſuance of a Power given by the Will of his Grandfather. An Appointment alſo of Portions for Daughters. A Term raiſed for Pin-money; a Covenant to releaſe Legacies given to the Wife, and to ratify Partitions of the Eſtates of her Grandfather and Grandmother. N° 8.

THIS Indenture Tripartite, made the 10th Day of *April Anno Domini* 1729, and in the ſecond Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland* King, Defender of the Faith, *&c.* between *Aaron Affley*, of, *&c.* Eſq; Grandſon of Sir *Bartholomew Affley*, late of, *&c.* Knight, deceaſed, of the firſt Part, *Charles Caſtor*, of, *&c.* Eſq; and *Daniel Darby*, of, *&c.* Gentleman, of the ſecond Part, and *Edmund Eave*, of, *&c.* Eſq; and *Frances Eave* Spinſter, one of the Daughters of the ſaid *Edmund Eave* of the third Part. Whereas the ſaid Sir *Bartholomew Affley* did in and by his laſt Will and Teſtament in Writing by him duly made and publiſhed, bearing Date on or about the fifth Day of *October* which was in the Year of our Lord 1726, (among other Things) give, deviſe and bequeath all and ſingular the Manors, Meſſuages, Lands and Hereditaments whatſoever and whereſoever, in the ſeveral Counties of *Glouceſter*, *Hants*, *Lincoln* and *Norfolk*, or elſewhere in *England*, (his Manor of *Oxtown Com. Glouceſter* only excepted) whereof, or wherein he, or any other Perſon or Perſons in Truſt for him, or to his Uſe, was or were ſeized or poſſeſſed of any Eſtate or Eſtates of Inheritance or Freehold in Poſſeſſion, Reverſion or Remainder, to his Grandſon the ſaid *Aaron Affley*, for the Term of his natural Life, without Impeachment of Waſte, with Remainder to Truſtees therein named, and their Heirs during his Life, in Truſt to preſerve contingent Remainders in the uſual Manner, with Remainder to his firſt and other Sons ſucceſſively in Tail-male, with divers Remainders over; in which ſaid recited

The Will of the Huſband's Grandfather recited.

Deviſing to this Grandſon his Lands for Life *ſans* Waſte, Remainder to Truſtees to

preſerve contingent Remainders,

Remainder to firſt and other Sons in Tail male,

Will was contained (among others) a Proviſo, in the Words, or to the Effect following, (that is to ſay) Provided always, and my expreſs Will is, That my ſaid Grandſon *Aaron Affley* and *John James*, and *Matthew Meane*, ſeverally and reſpectively, when they reſpectively ſhall be in actual Poſſeſſion of my ſaid real Eſtate, by Virtue of the Limitations aforeſaid, ſhall have Power to limit in Jointure to any Woman or Women that they ſhall reſpectively marry, and the Iſſue of ſuch Marriage, any Part or Parts of the ſaid Manor, Lands and Premiſſes whereof they ſhall be ſo in Poſſeſſion, ſave what ſhall be neceſſary for the Performance of the ſaid other Truſts, ſo as ſuch Part or Parts ſo to be ſettled do not exceed the yearly Value of

with Power to make a Jointure in Proportion to the Wife's Portion,

100*l. per Annum* for every 1000*l.* which he or they ſhall reſpectively receive for the Marriage Portions of ſuch Woman or Women which they ſhall marry. And likewiſe one other Proviſo, in the Words, or to the Effect following, (that is to ſay) Provided alſo, and it is my Will and Mind, and I do give full Power and Authority to my Grandſon *Aaron Affley*, in caſe he ſhall have no Iſſue Male, and only a Daughter or Daughters, to charge the Eſtates deviſed to him for Life, or which he ſhall or may be intitled to by this my laſt Will, with any Sum or Sums of Money not exceeding in the Whole 8000*l.* either by Deed or Deeds, or his laſt Will and Teſtament in Writing to be by him ſigned, ſealed and executed in the Preſence of Three or more credible Witneſſes; and which Money ſo charged ſhall be accordingly raiſed and paid thereout by Sale or Mortgage, or otherwiſe, as ſhall be found neceſſary and expedient, and to be paid to ſuch Daughter or Daughters, and at ſuch Time and Times, and in ſuch Manner as the ſaid *Aaron Affley* ſhall by ſuch Deed or Will direct or appoint: As by the ſaid in Part recited Will of the ſaid Sir *Bartholomew Affley*, Relation being thereunto had, may (among other Things therein contained) more fully appear.

and (if no Sons) to charge Portions for Daughters.

A Decree in Chancery recited,

And whereas by a Decree or decretal Order of the High Court of Chancery, made and pronounced on or about the tenth Day of *November* laſt before the Date of theſe Preſents, in a Cauſe there between the ſaid *Aaron Affley* Plaintiff, and *Olive Affley* (his elder Brother, who is Grandſon and Heir of the ſaid Sir *Bartholomew Affley*) and *Price Perry* and *Robert Real* Defendants, it was (among other Thing) decreed by Conſent of the ſaid Parties in the ſaid Cauſe, That the ſaid in Part recited Will ſhould be confirmed and eſtabliſhed, and the Agreement therein recited between the ſaid *Aaron Affley* and *Olive Affley* be confirmed, as by the ſaid in Part recited Decree or decretal Order, Relation being thereunto had, may (among other Things) more fully appear.

by which the Will was eſtabliſhed.

The intended Marriage recited.

And whereas a Marriage is intended, by the Grace of God, to be ſhortly had and ſolemniſed between the ſaid *Aaron Affley* and the ſaid *Frances Eave*; Now this Indentuae witneſſeth, that in Conſideration of the ſaid intended Marriage, and of the Sum of 6000*l.* of lawful Money of *Great Britain* to the ſaid *Aaron Affley* in Hand well and truly paid by the ſaid *Edmund Eave* in full for the Marriage Portion of the ſaid *Frances Eave* his Daughter, the Receipt and Payment of which ſaid Sum of 6000*l.* accordingly he the ſaid *Aaron Affley* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Edmund Eave*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents, and for making ſuch Settlement, Jointure, and Proviſion of Maintenance for the ſaid *Frances Eave* (in caſe ſhe ſhall, after the ſaid intended Marriage had, happen to ſurvive and overlive the ſaid *Aaron Affley* her intended Huſband) as he the ſaid *Aaron Affley* is impowered and enabled to make by Virtue of and according to the true Intent and Meaning of the ſaid recited Will of the ſaid Sir *Bartholomew Affley*, he the ſaid *Aaron Affley*, purſuant to, and by Force and Virtue of the ſaid Power and Authority to him given, for making or limiting ſuch Jointure as aforeſaid, and of all and every other Power and Powers, Authority and Authorities, to him in that Behalf given, or any Ways enabling him thereunto, hath granted, ſettled, directed, limited and appointed, and by theſe Preſents doth grant, ſettle, direct, limit and appoint unto and upon the ſaid *Frances Eave* his intended Wife, all that Manſion-Houſe or Capital Meſſuage, commonly called *Smerdon Place*, and all the Barns, Stables, Outhouſes, Yards, Gardens, Orchards, Lands, Meadows, Paſtures, Commons and Hereditaments whatſoever thereunto belonging or appertaining, or therewith uſed, leaſed or enjoyed, ſituate, lying and being in the Pariſh of *Smerdon* in the ſaid County of *Glouceſter*; and alſo all the great Tithes late of the ſaid Sir *Bartholomew Affley*, and now of him the ſaid *Aaron Affley*, yearly ariſing,

The Conſideration, Marriage Portion,

and for making Settlement and Jointure.

The Huſband ſettles and appoints a Jointure.

ſing, happening, increaſing or renewing within the ſaid Pariſh of *Smerdon*, with their Appurtenances, which ſaid Manſion-Houſe or Capital Meſſuage, Lands, Tithes, Hereditaments and Premiſſes, now are, or late were in the Tenure, Poſſeſſion or Occupation of *Timothy Tims*, Yeoman, his Aſſigns, Leſſees or Under-tenants, by Virtue of, and under a Leaſe to him thereof made by the ſaid Sir *Bartholomew Affley* for the Term of twenty-one Years, which commenced at *Michaelmas* in the Year of our Lord 1718, at and under the yearly Rent of 130*l.* and alſo, all that Meſſuage or Tenement and Farm, commonly called by the Name of *Verdens*, or howſoever otherwiſe called or known, with all Buildings, Barns, Stables, Lodges, Yards, Gardens, Orchards, Lands, Meadows, Paſtures, Commons and Hereditaments whatſoever thereunto belonging or appertaining, or therewith uſed, leaſed or enjoyed, ſituate, lying and being in the ſaid Pariſh of *Smerdon* in the ſaid County of *Glouceſter*, and now or late in the Tenure, Poſſeſſion or Occupation of *Walter Wall*, his Aſſigns, Leſſees or Under-tenants, by Virtue of, and under a Leaſe to him thereof made by the ſaid Sir *Bartholomew Affley* for the Term of twenty-one Years, which commenced at *Michaelmas* in the Year of our Lord 1720, at and under the yearly Rent of 25*l.* [*Here follow many more Parcels.*] And alſo all Ways, Paſſages, Waters, Watercourſes, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever, to the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments, and Premiſſes herein before granted, limited and appointed as aforeſaid, or mentioned, or intended ſo to be, or any of them belonging or appertaining, or with them, or any of them uſed, letten, occupied, poſſeſſed or enjoyed; all which ſaid herein before granted, limited and appointed Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes, now are, or late were in the ſeveral Tenures, Poſſeſſions or Occupations, of the ſeveral Tenants herein before named, or their ſeveral Aſſigns, Leſſees or Under-tenants, or of ſome other Perſons as Tenants to him the ſaid *Aaron Affley*, at and under the ſeveral yearly Rents herein before particularly mentioned, or ſome other yearly Rents amounting in the Whole to the yearly Sum of 500*l.* or thereabouts, and are Part and Parcel of the real Eſtate late of the ſaid Sir *Bartholomew Affley*, whereof he the ſaid *Aaron Affley* is now in the actual Poſſeſſion, by Virtue of, or under the ſaid in Part recited Will, and are ſuch Part of the ſaid Eſtate late of the ſaid Sir *Bartholomew Affley*, as is not, nor will be neceſſary for the Performance of the Truſts in his ſaid Will (the Reſidue and Remainder of the Freehold, Copyhold and Leaſehold Eſtates late of the ſaid Sir *Bartholomew Affley* included and comprized in his ſaid Will, and thereby ſubjected to the ſaid Truſts, being much more than will be neceſſary and ſufficient for the Performance of the ſame Truſts); and alſo all yearly and other Rents, Iſſues and Profits of the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes herein before granted, limited and appointed as aforeſaid, or mentioned, or intended ſo to be, and every of them, and of every Part and Parcel thereof; To have and to hold the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments, and all ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted, ſettled, limited and appointed as aforeſaid, with their and every of their Appurtenances, unto, and to the Uſe and Behoof of the ſaid *Frances Eave* and her Aſſigns, for and during the Term of her natural Life, for her Jointure, to commence in Poſſeſſion from and immediately after the Deceaſe of him the ſaid *Aaron Affley* her intended Huſband (in caſe the ſaid intended Marriage ſhall take effect, and ſhe ſhall happen to ſurvive him) and to be in Lieu, Bar and Satisfaction of the Dower and Thirds at Common Law which ſhe the ſaid *Frances Eave* can or may have or claim of, in, to, or out of all and every or any the Manors, Meſſuages, Lands, Tenements and Hereditaments of the ſaid *Aaron Affley* her intended Huſband, or whereof, or wherein he or any Perſon or Perſons in Truſt for him now is, or at any Time hereafter during the ſaid intended Coverture, ſhall be ſeiſed of any Eſtate of Freehold or Inheritance. And this Indenture further witneſſeth, that in Conſideration of the ſaid intended Marriage and Marriage Portion, and of the great Love and Affection which he the ſaid *Aaron Affley* hath and beareth unto the ſaid *Frances Eave* his intended Wife, and of the Sum of 10*s.* of lawful Money of *Great Britain* to him in Hand paid by the ſaid *Charles Caſtor* and *Daniel Darby*, at and before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Aaron Affley* hath

General Words.

The yearly Value, and within the Deſcriptions in the Will.

To the Wife.

In Bar of Dower.

The Huſband bargains, &c. the Premiſſes to Truſtees for a Term determinable with the Joint Lives of Huſband and Wife,

hath granted, bargained, ſold and demiſed, and by theſe Preſents doth grant, bargain, ſell and demiſe unto the ſaid *Charles Caſtor* and *Daniel Darby*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes herein before granted, ſettled, limited and appointed, unto and upon the ſaid *Frances Eave* for her Life, for her Jointure as aforeſaid, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes herein before demiſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *Charles Caſtor* and *Daniel Darby*, their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing, and fully to be compleat and ended, if they the ſaid *Aaron Affley* and *Frances* his intended Wife ſhall both of them ſo long jointly live upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame Term, (that is to ſay) in Truſt for the ſaid *Aaron Affley* and his Aſſigns, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then upon Truſt, and to the Intent and Purpoſe, that they the ſaid *Charles Caſtor* and *Daniel Darby*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do yearly and every Year, by and out of the Rents, Iſſues and Profits of the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes ſo demiſed, or mentioned to be demiſed as aforeſaid, pay, or cauſe to be paid by four equal quarterly Payments, on the four moſt uſual Feaſts or Days of Payment in the Year (that is to ſay) the Feaſts of the Birth of our Lord *Chriſt*, the Annunciation of the bleſſed Virgin *Mary*, the Nativity of Saint *John* Baptiſt, and Saint *Michael* the Archangel, by even and equal Portions, free of all Taxes and Deductions whatſoever, the ſeveral yearly Sums of Money, and for the ſeveral and reſpective Times next herein after mentioned (that is to ſay) the yearly Sum of 120*l.* of lawful Money of *Great Britain* until the Feaſt-day of Saint *Michael* the Archangel which ſhall be in the Year of our Lord 1732, (if they the ſaid *Aaron Affley* and *Frances* his intended Wife ſhall both of them ſo long jointly live) and then and from thenceforth, and from and after the ſaid Feaſt-day of Saint *Michael* the Archangel 1732 the yearly Sum of 250*l.* of like Money, for and during the Joint Lives of them the ſaid *Aaron Affley* and *Frances* his intended Wife; both the ſaid yearly Sums to be paid unto the proper Hands of her the ſaid *Frances Eave*, or to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes as ſhe, without the ſaid *Aaron Affley*, by any Note or Writing under her Hand, ſhall from Time to Time, notwithſtanding her Coverture, direct or appoint; the ſame to be for her own ſole and ſeparate Uſe and Benefit, excluſive of the ſaid *Aaron Affley*, and not to be liable or ſubject to his Controul, Debts or Incumbrances, but to be diſpoſed of by her for her Cloaths, and ſuch other Uſes and Purpoſes as ſhe ſhall think fit; and her Receipt, or the Receipts of the Perſon or Perſons to whom ſhe ſhall appoint the ſaid Monies to be paid as aforeſaid, under her or their reſpective Hand or Hands, ſhall from Time to Time, notwithſtanding her Coverture, be ſufficient Diſcharges to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much of the ſaid ſeveral yearly Sums for which ſuch Receipts ſhall be given; the firſt Payment of the ſaid yearly Sum of 120*l.* to begin and be made on ſuch of the ſaid Feaſts or Days of Payment as ſhall firſt and next happen after the Solemnization of the ſaid intended Marriage; and the firſt Payment of the ſaid yearly Sum of 250*l.* to begin and be made on the Feaſt-day of the Birth of our Lord *Chriſt* which ſhall be in the Year of our Lord 1732. And upon this further Truſt, that they the ſaid *Charles Caſtor* and *Daniel Darby*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Aaron Affley* and his Aſſigns, during the Continuance of the ſaid Term of ninety-nine Years (determinable as aforeſaid) to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes (over and above

upon Truſt,

after the Marriage, to pay the Wife an Annuity for her ſeparate Uſe,

and her Receipt to be ſufficient;

and upon Truſt, to permit the Huſband to take the Reſidue of the Profits.

ſo much thereof as ſhall from Time to Time be ſufficient to ſatisfy and pay the ſaid ſeveral yearly Sums of 120*l.* and 250*l.* as the ſame ſhall reſpectively become due and payable as aforeſaid) to and for his and their own Uſe and Benefit. And this Indenture further witneſſeth, that in Conſideration of the ſaid intended Marriage and Marriage Portion, and for other the Conſiderations aforeſaid, and for making ſuch Proviſion for the Daughter and Daughters of the ſaid *Aaron Affley*, (in caſe he ſhall not have Iſſue male, and only a Daughter or Daughters) as he is in that Caſe authoriſed and impowered to make for the ſame Daughter or Daughters by Force and Virtue of the ſaid recited Will, he the ſaid *Aaron Affley*, purſuant to, and by Force and Virtue of the ſaid recited Power and Authority to him given for making ſuch Proviſion for his Daughter or Daughters, (on Failure of his Iſſue-male as aforeſaid) and of all and every other Power and Powers, Authority and Authorities to him in that Behalf given, or any Ways enabling him thereunto, Doth by theſe Preſents charge and ſubject all and every the Manors, and Freehold and Copyhold Meſſuages, Lands, Tenements and Hereditaments whatſoever, late of him the ſaid Sir *Bartholomew Affley*, in the ſaid Counties of *Glouceſter* and *Lincoln*, or either of them, and which in and by his ſaid recited Will were deviſed, or mentioned to be deviſed as aforeſaid, with their and every of their Appurtenances (ſubject, and without Prejudice nevertheleſs to the ſaid Jointure and Eſtate for Life of her the ſaid *Frances Eave*, of and in the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes herein before limited to her for her Life as aforeſaid, and alſo ſubject to the Truſts in the ſaid recited Will of him the ſaid Sir *Bartholomew Affley* which are yet unperformed, and without Prejudice to the Performance of the ſame Truſts, according to the true Intent and Meaning of the ſaid Will) with and to the Payment thereout of the full Sum of 8000*l.* of lawful Money of *Great Britain*, for the Portion and Portions of all and every the Daughter and Daughters of him the ſaid *Aaron Affley*; the ſame to be raiſed, levied and paid within the Space of three Calendar Months next after his Deceaſe and Failure of all Iſſue-male of his Body; by Demiſe, Sale or Mortgage of the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes, or of a competent Part or Parts thereof, or otherwiſe, as ſhall be found neceſſary and expedient, and to be thereupon forthwith paid or payable in Manner following, (that is to ſay) if but one ſuch Daughter, then the ſaid whole Sum of 8000*l.* to be forthwith paid, or payable to ſuch only Daughter; and if two or more ſuch Daughters, then the ſaid Sum of 8000*l.* to be forthwith paid or payable unto, and equally divided amongſt all the ſame Daughters, Share and Share alike; and in caſe any ſuch Daughters ſhall happen to die before ſhe or they ſhall attain the Age of twenty-one Years, or be married, then the Portion or Portions, or Share or Shares of her or them ſo dying, ſhall go and remain unto the Survivors or Survivor of them, Share and Share alike. And the ſaid *Aaron Affley* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Charles Caſtor* and *Daniel Darby*, their Executors and Adminiſtrators, in Manner following, (that is to ſay) That (for and notwithſtanding any Act, Matter or Thing whatſoever, by them the ſaid *Aaron Affley* and Sir *Bartholomew Affley*, or either of them, or by Sir *Alexander Alton* Knt. and Baronet, deceaſed, late Father of Dame *Bethia Affley*, the late Wife of the ſaid Sir *Bartholomew Affley*, alſo deceaſed, or any of them, or by any Perſon or Perſons lawfully claiming, or to claim by, from or under them, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) he the ſaid *Aaron Affley* now hath, at the Time of Enſealing and Delivery of theſe Preſents, in himſelf good Right, full Power, and lawful and abſolute Authority, to make ſuch Settlement, Limitation, Appointment and Charge, as are by him made reſpectively as aforeſaid. And further, that ſhe the ſaid *Frances Eave* and her Aſſigns (in caſe the ſaid intended Marriage ſhall take effect, and that ſhe the ſaid *Frances* ſhall happen to ſurvive him the ſaid *Aaron Affley* her intended Huſband) ſhall and may from Time to Time, and at all Times, from and after his Deceaſe, during the Term of her natural Life, peaceably and quietly enter into, have, hold, occupy, poſſeſs, and enjoy the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments and Premiſſes herein before limited to her for her Life as aforeſaid, with their Appurtenances, and receive, and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, without the lawful

Execution of the Power to provide for Daughters,

without Prejudice to the Jointure, and ſubject to the Truſts in the Will.

The Huſband covenants that he has ſuch Power to ſettle.

And that his Wife ſhall peaceably enjoy,

Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Aaron Affley*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming, or to claim any Eſtate, Right, Title, Truſt or Intereſt, either at Law or in Equity, of, in, to or out of the ſame Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid Sir *Bartholomew Affley* and Sir *Alexander Alton*, or either of them;

free from Incumbrances,

and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Aaron Affley*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved harmleſs, and kept indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Debts, Legacies, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Aaron Affley*, Sir *Bartholomew Affley*, and Sir *Alexander Alton*, or any of them, their or any of their Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming,

and for further Aſſurances.

or to claim from, by or under, or in Truſt for them, or any of them. And moreover, that he the ſaid *Aaron Affley* and his Heirs, and all other Perſons lawfully claiming, or to claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſame Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, or, from, by or under the ſaid Sir *Bartholomew Affley* and Sir *Alexander Alton*, or either of them, ſhall and will from Time to Time, and at all Times hereafter, at the Requeſt of the ſaid *Charles Caſtor* and *Daniel Darby*, or the Survivor of them, his Executors or Adminiſtrators, make, do, execute and ſuffer, or cauſe to be made, done, executed and ſuffered, any ſuch further, or other lawful and reaſonable Acts, Deeds, Devices, Conveyances or Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute eſtabliſhing, ratifying, making good and confirming the ſaid Settlement, Limitation, Appointment and Charge herein before reſpectively made, or mentioned or intended to be made as aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents, and of the Parties hereunto, as by the ſaid *Charles Caſtor* and *Daniel Darby*, or the Survivor of them, his Executors or Adminiſtrators, or his, their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further, or other Warranty or Covenants, than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof, to go or travel above five Miles from

And that the Jointure Lands are of a certain yearly Value.

his or their then reſpective Dwellings or Places of Abode. And that the ſaid Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes ſo limited to the ſaid *Frances* for her Life, for her Jointure as aforeſaid, are now of the clear yearly Value of 500*l.* over and above all Charges and Reprizes (Parliamentary Taxes only excepted). And whereas by Agreement between the ſaid *Edmund Eave* and *Aaron Affley* made previous hereunto, and in Proſpect, and Conſideration of the ſaid intended Marriage, the ſaid Sum of 6000*l.* ſo paid to the ſaid *Aaron Affley* by the ſaid *Edmund Eave*, for, and as in full for the Marriage Portion of the ſaid *Frances Eave* his Daughter, is and was ſo by him paid in Lieu, Diſcharge and full Satisfaction of, and for all ſuch Part, Share, Intereſt, Claim and Demand, as ſhe the ſaid *Frances Eave* at preſent hath, of, in, to or out of all and every, or any Part of the perſonal Eſtate late of *Chriſtopher Culling* and *Delia Culling* (the late Grandfather and Grandmother of her the ſaid *Frances Eave*, both deceaſed) or of either of them, and of and for all Legacies and Bequeſts made or given to or for the Benefit of her the ſaid *Frances Eave* by the ſaid *Chriſtopher Culling* and *Delia Culling*, or either of them, in and by their ſeveral and reſpective laſt Wills and Teſtaments, or any Codicil or Codicils to either of their ſaid Wills (except only ſuch Part, Share, Right, Benefit or Expectancy, as ſhall or may hereafter come or accrue to her the ſaid *Frances*, or to the ſaid *Aaron Affley* in her Right, or to their Children, from the ſaid perſonal Eſtates, or either of them by Survivorſhip). Now

An Agreement recited, that the Lady's Portion is to be in Satisfaction of ſome other Demands on account of Legacies, &c.

The Huſband covenants,

therefore this Indenture further witneſſeth, that in purſuance of the ſaid laſt recited Agreement, and in conſideration of the ſaid intended Marriage and Marriage

riage Portion, the ſaid *Aaron Affley* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Edmund Eave* and *Elizabeth* his Wife, and each of them, their and each of their Heirs, Executors and Adminiſtrators, in Manner following (that is to ſay) that he the ſaid *Aaron Affley*, his Heirs, Executors and Adminiſtrators, and every or any of them, ſhall and will at any Time or Times after the Solemnization of the ſaid intended Marriage, at the Requeſt, Coſts and Charges of the ſaid *Edmund Eave* and *Elizabeth* his Wife, or either of them, their or either of their Heirs, Executors or Adminiſtrators, legally and effectually releaſe and diſcharge all ſuch Part, Share, Intereſt, Claim and Demand as ſhe the ſaid *Frances Eave* at preſent hath of, in, to or out of all and every, or any Part of the ſaid perſonal Eſtates late of the ſaid *Chriſtopher Culling* and *Delia Culling*, or either of them; and alſo all Legacies and Bequeſts made or given to or for the Benefit of her the ſaid *Frances Eave* by the ſaid *Chriſtopher* and *Delia Culling*, or either of them as aforeſaid (except only ſuch Part, Share, Right, Benefit or Expectancy, as ſhall or may hereafter accrue to her the ſaid *Frances Eave*, or to the ſaid *Aaron Affley* in her Right, or their Children, from the ſame perſonal Eſtates, or either of them by Survivorſhip). And alſo, that he the ſaid *Aaron Affley*, his Heirs, Executors and Adminiſtrators, and every or any of them, ſhall and will at any Time or Times after the Solemnization of the ſaid intended Marriage, at the like Requeſt, Coſts and Charges of the ſaid *Edmund Eave* and *Elizabeth* his Wife, or either of them, their or either of their Heirs, Executors or Adminiſtrators as aforeſaid, ratify and confirm, or do any legal and reaſonable Act, Matter or Thing whatſoever, for the eſtabliſhing, ratifying, making good and confirming all ſuch Diviſions, Partitions or Diſpoſitions, as have been made by and between the ſaid *Edmund Eave* and the Executors of the ſaid *Chriſtopher Culling* and *Delia Culling*, or either of them, of the Eſtates late of them the ſaid *Chriſtopher Culling* and *Delia Culling*, or either of them, and all Deeds, Tranſactions, Matters and Things which have been made, done or executed by the ſaid *Edmund Eave* and the ſaid Executors, in order to any ſuch Diviſion, Partition or Diſpoſition as aforeſaid. In witneſs, *&c.*

to releaſe accordingly, after Marriage,

except Expectancies by Survivorſhip,

and to ratify Partitions, *&c.* of her Grandfather and Grandmother's Eſtate.

A Deed of Appointment of Lands by Huſband and Wife, and declaring the Uſes of a Recovery. A Power to the Huſband to charge a certain Sum by Will. A Power of Revocation to Huſband and Wife jointly. N° 9.

TO all to whom theſe Preſents ſhall come, *Abel Allen*, late of, *&c.* Grocer, and now of, *&c.* Gent. and *Belinda* his Wife, one of the two Daughters of *Chriſtopher Cobb*, late of, *&c.* Gent. deceaſed, ſend Greeting. Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being Tripartite, bearing Date the nineteenth Day of *February* laſt paſt, before the Date hereof, and made or mentioned to be made between the ſaid *Abel Allen* and *Belinda* his Wife of the firſt Part, *Dixey Dunn* of *London*, Gent. of the ſecond Part, and *Edward Emmett* of, *&c.* of the third Part; and common Recovery in the ſame Indenture of Releaſe agreed to be ſuffered, and which hath been ſince duly ſuffered accordingly, all that Meſſuage or Tenement, with the Appurtenances, ſituate and being in *Fenly* in the County of *Glouceſter*, *&c.* ſometime thentofore in the Tenure or Occupation of the ſaid *Chriſtopher Cobb*, but then or then late of *Henry Hett* his Under-tenants or Aſſigns; and alſo all thoſe ſeveral Cloſes or Parcels of Lands, Meadow or Paſture Ground next therein, and herein after particularly mentioned; that is to ſay, one Cloſe or Parcel of Land called the *Junks*, one other Cloſe or Parcel of Land called the *Kendals*, one Cloſe or Parcel of Meadow Ground lying below the *Lunds*, and called or known by the Name of *Wathers*, *&c.* all which ſaid Cloſes of Land or Meadow Ground and Hereditaments, then or then late were belonging to, or then were or had been uſually letten or enjoyed, together with the ſaid Meſſuage or Tenement, and ſometime thentofore were in the Tenure or Occupation of the ſaid *Chriſtopher Cobb* his Under-tenants or Aſſigns, but then or then late were in the Tenure or Occupation of the ſaid *Henry Hett* his Under-tenants or Aſſigns; and alſo all other the

Indentures of Leaſe, Releaſe, and

a Recovery recited, whereby Lands, *&c.* were conveyed,

the Meſſuages, Lands, Tenements and Hereditaments whatſoever of them the ſaid *Abel Allen* and *Belinda* his Wife, or either of them, or whereof or wherein they, or either of them, or any Perſon or Perſons in Truſt for them, or either of them, then was or were ſeized of any Eſtate of Freehold, or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in *Fenly*, *&c.* aforeſaid, every or any of them, with their and every of their Appurtenances, are and were ſettled, conveyed and limited, to the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and to and for ſuch Uſes, Intents and Purpoſes, as they the ſaid *Abel Allen* and *Belinda* his Wife ſhould at any Time or Times then after, during their Joint Lives, by any Deed or Deeds, Writing or Writings under both their Hands and Seals, atteſted by Two or more credible Witneſſes, limit, declare, direct or appoint, and for Default of and until ſuch Limitation, Direction or Appointment, to the Uſe and Behoof of the ſaid *Abel Allen*, for and during the Term of his natural Life, without Impeachment of Waſte; and from and after his Deceaſe to the Uſe of the ſaid *Belinda* his Wife, for and during the Term of her natural Life, without Impeachment of Waſte; and from and after her Deceaſe, then to the Uſe and Behoof of the ſaid *Abel Allen*, and of his Heirs and Aſſigns for ever, as by the ſaid recited Indentures of Leaſe and Releaſe and common Recovery, Relation being thereunto reſpectively had, may more fully and at large appear. Now know ye, that the ſaid *Abel Allen* and *Belinda* his Wife, by Force and Virtue of the ſaid recited Power and Authority to them in that Behalf given or reſerved as aforeſaid, and of all and every other Power and Powers, Authority and Authorities to them in that Behalf given or reſerved, or in any wiſe enabling them thereunto, do by this their Deed or Writing under both their Hands and Seals, atteſted by, and duly executed in the Preſence of the Perſons whoſe Names are hereupon indorſed as witneſſes hereunto, limit, declare, direct and appoint, That all and every the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, ſhall from henceforth be, go, remain and continue; and that the ſaid recited Indentures of Leaſe and Releaſe and common Recovery thereupon ſuffered, and the full Force and Effect of the ſame, and of every of them, ſhall be and enure, and ſhall be adjudged and taken to be and enure, and ſo are meant and intended to be and enure; and that the ſaid *Edward Emmett* (the Demandant in the ſaid Recovery named) and his Heirs, ſhall ſtand and be ſeized of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof, to and for ſuch Uſes, Intents and Purpoſes, and under and ſubject to ſuch Powers, Proviſoes and Agreements, and charged and chargeable in ſuch Manner, as are herein after in that Behalf mentioned, expreſſed or declared; that is to ſay, to the Uſe and Behoof of the ſaid *Abel Allen* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Belinda* his Wife, and of her Heirs and Aſſigns for ever. Provided always nevertheleſs, and it is the true Intent and Meaning of theſe Preſents, and the ſaid *Abel Allen* and *Belinda* his Wife do hereby declare, direct and appoint, that it ſhall and may be lawful to and for him the ſaid *Abel Allen*, by his laſt Will and Teſtament in Writing, to be by him ſigned, ſealed and publiſhed in the Preſence of Three or more credible Witneſſes, to charge the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, with any Sum or Sums of Money (not exceeding in the Whole the Sum of 800*l.* of lawful Money of *Great Britain*) to be levied and raiſed after the Deceaſe of her the ſaid *Belinda*, and not before or ſooner, and to be paid and diſpoſed of to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and at ſuch Time or Times (after the Deceaſe of the ſaid *Belinda*) and in ſuch Parts and Proportions, Manner and Form, as he the ſaid *Abel Allen* ſhall, by ſuch his laſt Will and Teſtament atteſted as aforeſaid, limit, direct, give or appoint the ſame; any Thing hereintofore contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is the true Intent and Meaning of theſe Preſents, and the ſaid *Abel Allen* and *Belinda* his Wife do hereby further declare, direct and appoint, that it ſhall and may be lawful to and for them the ſaid *Abel Allen* and *Belinda* his Wife, at any Time or Times hereafter during their Joint Lives, by any Deed or Deeds, Writing or Writings, under both their Hands and Seals, atteſted by Three or more credible

to ſuch Uſes as Huſband and Wife ſhould appoint, and in Default of Appointment,

to the Uſe of them reſpectively for Life *ſans* Waſte,

Remainder to his Heirs.

The Appointment by them both,

and the Recovery to enure,

to the Huſband for Life *ſans* Waſte, then to the Uſe of the Wife in fee.

A Power reſerved to the Huſband to charge a certain Sum by Will,

to be raiſed after her Death.

A Power of Revocation reſerved to them both jointly.

Witneſſes,

Witneſſes, to revoke, alter, make void, or change all and every or any the Uſes, Eſtates, Powers, Declarations, Directions, Limitations or Appointments herein before made, limited, declared, directed or appointed, or any of them, or any Part thereof; And by the ſame Deed or Deeds, Writing or Writings, or any other Deed or Deeds, Writing or Writings under both their Hands and Seals, to be atteſted as aforeſaid, to limit, declare, direct or appoint, any new or other Uſe or Uſes, Truſt or Truſts, Eſtate or Eſtates, with or without Power of Revocation, of or concerning the Premiſſes, or any of them, or any Part thereof, whereof or concerning which ſuch Revocation or Alteration ſhall be made as aforeſaid, and ſo from Time to Time, and as often as they the ſaid *Abel Allen* and *Belinda* his Wife ſhall during their Joint Lives, think fit and ſee Occaſion; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, *&c.*

A Deed of Appointment before Marriage, by the intended Huſband and Wife, to direct her Truſtees of a Mortgage-term, to get in the Mortgage-money, and apply it in paying off many Mortgages affecting his now ſettled Eſtates. The Settlement and many other Deeds are recited. N° 10.

THIS Indenture Tripartite, made the ſixth Day of *March Anno Domini* 1730, and in the fourth Year of the Reign, *&c.* between *Adam Aſtry* of, *&c.* Eſq; *Bruen Brown* of, *&c.* Eſq; *Cyril Coe* of, *&c.* Eſq; *Dennis Diggs* of, *&c.* Eſq; *Edmund Brown* of, *&c.* Gentleman, and *Fulk Foot* of, *&c.* Eſq; of the firſt Part; *Gregory Gale* of, *&c.* Eſq; eldeſt and only ſurviving Son and Heir of *Gregory Gale* late of, *&c.* Eſq; by *Helena* his late Wife (both deceaſed) of the ſecond Part; and *Joan Joy* Spinſter, younger Daughter of *Kenrick Joy* of, *&c.* Eſq; of the third Part. Whereas a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemniſed between the ſaid *Gregory Gale*, Party hereto, and the ſaid *Joan Joy:* And whereas by Indentures of Leaſe and Releaſe and Settlement, the Releaſe and Settlement being Tripartite, bearing even Date herewith, and made or mentioned to be made between the ſaid *Gregory Gale*, Party hereto of the firſt Part, the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown* and *Fulk Foot* of the ſecond Part, and the ſaid *Joan Joy* of the third Part, in conſideration of the ſaid intended Marriage, and of the Portion or Fortune of the ſaid *Joan Joy*, which the ſaid *Gregory Gale*, Party hereto, did thereby accept of as and for the Sum of 6000*l.* of lawful Money of *Great Britain*, and for providing a competent Jointure for the ſaid *Joan Joy* for her Life, in caſe ſhe ſhould, after the intended Marriage, had, happen to ſurvive the ſaid *Gregory Gale* her intended Huſband, and for other the Conſiderations in the ſame Indentures mentioned, he the ſaid *Gregory Gale*, Party hereto, hath granted and conveyed unto the ſaid *Adam Aſtry* and *Bruen Brown*, their Heirs and Aſſigns, the capital Meſſuage and Townſhip of *Londs* in the Pariſh of *Moccat* in the County of *Norfolk*, with the Hereditaments and Appurtenances thereto belonging, and the Demeſne Lands, and other Lands, Meadows, Paſtures, Grounds and Hereditaments of him the ſaid *Gregory Gale*, lying or being in or near *Londs* and *Moccat* aforeſaid, or one of them, or in ſome other Place or Places thereunto near or adjoining in the ſaid County of *Norfolk*, in the ſeveral Tenures, Poſſeſſions or Occupations of him the ſaid *Gregory Gale*, Party hereto, and of *Oliver Oldys*, or ſome of them, their or ſome of their Aſſignees, Leſſees or Under-tenants, or of ſome other Perſon or Perſons, as Tenant or Tenants to him the ſaid *Gregory Gale*, Party hereto, at and under the ſeveral yearly Rents, amounting together in the Whole to the yearly Sum of 310*l.* and the third Part, and other the Part and Share of him the ſaid *Gregory Gale*, Party hereto, of, in, to and out of the Manor of *Panto*, with the Rights, Royalties and Appurtenances thereof, in the County of *Radnor*, and of, into and out of the Advowſon and Right of Patronage and Preſentation of, in and to the Rectory and Pariſh Church of *Panto* in the ſame County, and divers Meſſuages, Farms, Lands, Tenements and Hereditaments of him the ſaid *Gregory Gale*, Party hereto, ſituate, lying and being in *Sim*, *Panto* and *Tont*, ſome or one of them in the ſaid County of *Rad-*

An intended Marriage recited,

and Indentures of Leaſe and Releaſe, and Settlement,

nor, in the ſeveral Tenures, Poſſeſſions or Occupations of *Urſula Viner*, *&c.* or ſome of them, their or ſome of their Aſſigns, Leſſees or Under-tenants, or of ſome other Perſon or Perſons as Tenant or Tenants to him the ſaid *Gregory Gale*, Party hereto, at and under the ſeveral yearly Rents amounting together in the Whole to the yearly Sum of 330*l.* and all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Gregory Gale*, Party hereto, in the ſaid ſeveral Pariſhes or Places before named in the ſaid ſeveral Counties of *Norfolk* and *Radnor*, or either of them, or elſewhere in the ſame Counties, or either of them, with their Appurtenances; To hold the ſame unto the ſaid *Adam Aſtry* and *Bruen Brown*, their Heirs and Aſſigns, to the Uſe of the ſaid *Gregory Gale*, Party hereto, and his Heirs, until the ſaid intended Marriage ſhall be had and ſolemniſed; and from and after the Solemnization thereof, to the Uſe of the ſaid *Gregory Gale*, for the Term of his natural Life, without Impeachment of Waſte, with Remainder to the ſame Truſtees and their Heirs, during his Life, in Truſt to ſupport the contingent Uſes and Eſtates therein after limited, with Remainder to the ſaid *Joan* his intended Wife for her Life, for her Jointure, and in Bar of her Dower, with Remainder to the firſt and other Sons of the ſaid intended Marriage, ſucceſſively in Tail Male, with Remainder to the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown and Fulk Foot*, their Executors, Adminiſtrators and Aſſigns, for the Term of one thouſand Years, without Impeachment of Waſte, in Truſt for the Raiſing of ſuch Portions and Maintenance for the Daughter and Daughters of the ſaid intended Marriage (in caſe of Failure of Iſſue-male of the ſame Marriage) and by ſuch Ways and Means, and at ſuch Times as in the ſame Releaſe are mentioned and expreſſed, with the laſt Remainder in Fee to the ſaid *Gregory Gale*, Party hereto, and his Heirs, as by the ſaid recited Indentures, Relation being thereunto reſpectively had, may (among divers Powers, Proviſoes, Agreements and other Things in the ſame Releaſe contained) more fully appear. And whereas there is now due and owing to *Winefred*, *Xantippe*, and *Zara Gale* Spinſters (the three unmarried Siſters of the ſaid *Gregory Gale*, Party hereto) the Sum of 600*l.* a piece for their Portions, which were charged upon and made payable out of the Premiſſes in the ſaid County of *Radnor*, or ſome Part thereof, in and by certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the ſeventeenth and eighteenth Days of *June* 1696, and made or mentioned to be made between the ſaid *Gregory Gale* deceaſed, of the one Part, and *Amos Archer*, Eſq; *Bryan Archer* and *Caleb Carr*, Eſqrs; and *David Due*, Gent. of the other Part. And whereas by Indenture dated on or about the ſeventh Day of *June* 1714, Part of the Premiſſes in the ſaid County of *Radnor* were demiſed, aſſigned, ratified and confirmed by the ſaid *Amos Archer* and the ſaid *Gregory Gale*, Party hereto, reſpectively, unto *Ezra Ellis* of, *&c.* Grocer, by way of Mortgage for the Term of ninety-nine Years, from the Day next before the Date of the ſame Indenture, for ſecuring to him the ſaid *Ezra Ellis* the principal Sum of 1200*l.* and Intereſt for the ſame, at the Rate of 5*l. per Cent. per Annum*, at the Days, and in Manner in the ſame Indenture mentioned; and by Indentures of Leaſe and Releaſe dated reſpectively on or about the eleventh and twelfth Days of *September* 1714. the ſame Premiſſes were conveyed and aſſured by the ſaid *Gregory Gale*, Party hereto, unto and to the Uſe of *Felix Fry* and *Guy Gee*, Gent. (both ſince deceaſed) their Heirs and Aſſigns, by way of Mortgage in Fee, in Truſt for the ſaid *Ezra Ellis*, and for better ſecuring to him the ſaid 1200*l.* and Intereſt, upon which ſaid Mortgages there is now due and owing to the ſaid *Ezra Ellis*, the Sum of 1000*l.* principal Money only, and no more. And whereas by Indenture dated on or about the twenty-eighth Day of *February* 1706, Part of the ſaid Premiſſes in the ſaid County of *Radnor*, were demiſed and granted by the ſaid *Gregory Gale*, Party hereto, unto *Harriot Hart* of *Moccat* aforeſaid Spinſter, from the Day of the Date of the ſame Indenture, for the Term of three hundred Years, for ſecuring to her the principal Sum of 200*l.* and Intereſt for the ſame, at the Rate aforeſaid, at the Days, and in Manner therein mentioned, which ſaid 200*l.* is yet due and owing to her the ſaid *Harriot Hart*. And whereas by Indenture dated on or about the ſixth Day of *November* 1717, Part of the Premiſſes in the ſaid County of *Norfolk* were demiſed and granted by the ſaid *Gregory Gale*, Party hereto, unto *Jerom Jell*, Gent. and *Kenelm Kirby* Innholder, from the Day of the Date of the ſame Indenture, for the Term of five hundred Years, for

wherein a Jointure is provided for the intended Wife in Bar of Dower.

Recital of an old Charge in Favour of Siſters of the Huſband,

and of a Mortgage for Years of Part;

and of a Mortgage in Fee of the ſame;

and of a Mortgage for Years of other Part;

and of a Mortgage for Years of other Part;

ſecuring

ſecuring to the ſaid *Jerom Jell* and *Kenelm Kirby* the principal Sum of 400*l.* and Intereſt for the ſame, at the Rate aforeſaid, at the Days, and in the Manner therein mentioned, which ſaid 400*l.* is yet due and owing upon the ſame Mortgage. And whereas by Indenture dated on or about the twenty-ninth Day of *Nov.* 1715, Part of the Premiſſes in the ſaid County of *Norfolk* were demiſed and granted by the ſaid *Gregory Gale*, Party hereto, unto *Lucy Gale* of, *&c.* Spinſter, from the Day of the Date of the ſame Indenture, for the Term of three hundred Years, without Impeachment of Waſte, for ſecuring to the ſaid *Lucy Gale* the principal Sum of 300*l.* and Intereſt for the ſame, at the Rate aforeſaid, at the Days, and in Manner therein mentioned, which ſaid 300*l.* is yet due and owing upon the ſame Mortgage: All which ſaid ſeveral principal Sums ſo due and owing, or charged upon the Premiſſes reſpectively as aforeſaid, do amount in the Whole to the Sum of 3700*l.* And whereas by Indenture dated on or about the thirtieth Day of *November* in the twenty-eigth Year of the Reign of King *Charles* the Second, and made or mentioned to be made between *Mark Miles*, then of, *&c.* Eſq; *Noah North* and *Owen Oſborn*, then both of, *&c.* Merchants, of the one Part, and *Peter Pegg*, then of, *&c.* Merchant, of the other Part; the ſaid *Noah North* and *Owen Oſborn*, Truſtees of the ſaid *Mark Miles*, by his Directions did for the Conſiderations therein mentioned grant, bargain, ſell and leaſe unto the ſaid *Peter Pegg*, all thoſe the Manors of *Quenn* and *Rice* in the County of *Surry*; and all that capital Meſſuage then or then late in the Tenure or Occupation of *Thomas Treby*, Gent. and divers Lands, Grounds and Hereditaments, lying and being in the Pariſhes of *Quenn* and *Rice* in the ſaid County of *Surry*, ſome or one of them, and in the ſame Indenture particularly mentioned and deſcribed, and the Advowſon and Right of Patronage of *Uſn*, with the Appurtenances (except as in the ſame Indenture is mentioned to be excepted); To hold unto the ſaid *Peter Pegg*, his Executors, Adminiſtrators and Aſſigns, for the Term of one thouſand Years, commencing from the Date of the ſame Indenture, under a Proviſo to be void on Payment of the Sum of 6000*l.* principal Money, and Intereſt for the ſame, unto the ſaid *Peter Pegg*, his Executors, Adminiſtrators or Aſſigns, at the Days and Times therein for that Purpoſe expreſſed. And whereas the ſaid Manors, capital Meſſuage, Advowſon, Lands, Hereditaments and Premiſſes, did afterwards by meſne Aſſignments or otherwiſe, legally come to and veſt in the ſaid *Joan Joy* for all the Reſidue of the ſaid Term of one thouſand Years therein, as a Security for Payment to her of the principal Sum of 4000*l.* and Intereſt for the ſame, at the Rate of 5*l. per Cent. per Annum*, as by Indenture Quadripartite, dated the firſt Day of *December* 1722, and made, or mentioned to be made between *Winefred Brown*, Widow, (Executrix of the laſt Will and Teſtament of *Xantippe Joy*, Spinſter, deceaſed) of the firſt Part; the ſaid *Kenrick Joy* of the ſecond Part; *Zacheus Brown*, Eſq; and *Xantippe* his Wife (one of the Daughters of the ſaid *Kenrick Joy*) of the third Part; and the ſaid *Joan Joy* (the other Daughter of the ſaid *Kenrick Joy*) of the fourth Part; and the ſeveral Deeds, Wills and Writings in the ſame Indenture recited, Relation being thereunto had, may more fully appear; upon which ſaid Security there is now due to the ſaid *Joan Joy* the Sum of 4000*l.* principal Money, with an Arrear of Intereſt for the ſame. And whereas upon the Treaty for the ſaid intended Marriage, it was agreed by and between the ſaid *Gregory Gale*, Party hereunto, and *Joan Joy*, that a competent Part of the Portion of the ſaid *Joan Joy* ſhould, previous to the ſaid intended Marriage, be ſet apart and aſſigned unto the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown* and *Fulk Foot*, in Truſt thereby and thereout to pay off and ſatisfy the ſaid Sum of 3700*l.* ſo due and owing upon the ſaid Eſtate and Premiſſes compriſed in the ſaid firſt recited Indentures of Leaſe and Releaſe and Settlement, or ſome Part or Parts thereof as aforeſaid, and all Intereſt due and to grow due for the ſame. And whereas by Deed Poll under the Hand and Seal of the ſaid *Joan Joy* bearing even Date herewith, and indorſed on the ſaid Indenture, of the firſt Day of *December* 1722, ſhe the ſaid *Joan Joy*, in purſuance of the ſaid recited Agreement, and with the Privity and Conſent of the ſaid *Gregory Gale* (teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) hath granted, aſſigned and ſet over unto the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Deggs*, *Edmund Brown* and *Fulk Foot*, their Executors, Adminiſtrators and Aſſigns, all

and of a Mortgage for Years of other Part.

A Mortgage-Term of other Lands recited,

which by meſne Aſſignments is come to the intended Wife,

upon which a certain Sum now remains due.

Agreement recited how to apply the Portion,

and a Deed Poll indorſed on the Deed of Aſſignment whereby ſhe (with the Privity of the intended Huſband) aſſigned her Mortgage-Term to Truſtees.

all and every the ſaid Manors, capital Meſſuage, Advowſon, Lands, Hereditaments and Premiſſes in the ſaid County of *Surry*, and all her Eſtate, Right, Title, Intereſt, Term and Term for Years, Claim and Demand whatſoever at Law and in Equity, of, in, to or out of the ſame Premiſſes, every or any Part thereof; and alſo the ſaid Sum of 4000*l.* principal Money, and all Intereſt due and to grow due for the ſame; To hold the ſame Manors, capital Meſſuages, Lands, Hereditaments and Premiſſes in the ſaid County of *Surry*, with their Appurtenances, unto the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown* and *Fulk Foot*, their Executors, Adminiſtrators and Aſſigns, from thenceforth, for the Reſidue of the ſaid Term of one thouſand Years therein, ſubject to ſuch Equity of Redemption as the ſame Premiſſes were ſubject unto, in the Hands of her the ſaid *Joan Joy*, and to hold, receive, take and enjoy the ſaid Sum of 4000*l.* principal Money, and all Intereſt due and to grow due for the ſame, every or any Part thereof, and all the Benefit thereof, unto the ſame Truſtees, their Executors, Adminiſtrators and Aſſigns, with full Power and Authority to aſk, demand, ſue for, recover and receive the ſame, and every or any Part thereof, as by the ſaid Deed-Poll, Relation being thereunto had, may appear. Now this Indenture witneſſeth, and in conſideration of the ſaid intended Marriage and Marriage Portion, and in purſuance of the ſaid recited Agreement for paying off the ſaid Sum of 3700*l.* ſo due and owing upon the ſaid Eſtate and Premiſſes comprized in the ſaid firſt recited Indentures of Leaſe and Releaſe and Settlement as aforeſaid, and all Intereſt due and to grow due for the ſame, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, and particularly the ſaid *Gregory Gale* and *Joan* his intended Wife do hereby declare and agree, that the ſaid Manors, Lands, Hereditaments and Premiſſes in the ſaid County of *Surry*, and the ſaid Sum of 4000*l.* principal Money, and the Intereſt due and to grow due for the ſame, and other the Premiſſes ſo aſſigned or mentioned to be aſſigned by the ſaid *Joan Joy* unto the ſaid Truſtees, the ſaid *Adam Aſtry*, *Bruen Brown*, *Cyril Coe*, *Dennis Diggs*, *Edmund Brown* and *Fulk Foot*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, are and were ſo aſſigned to them, upon the Truſts and for the Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, in Truſt for the ſaid *Joan Joy*, her Executors and Adminiſtrators, until the ſaid intended Marriage ſhall be had and ſolemniſed; and from and after the Solemnization thereof, then upon Truſt that the ſame Truſtees or the Survivors or Survivor of them, his Executors or Adminiſtrators, ſhall and do forthwith, or ſo ſoon as conveniently may be, call, get in and receive the ſaid Sum of 4000*l.* principal Money ſo due and owing to her the ſaid *Joan Joy* as aforeſaid, and all Intereſt due and to grow due for the ſame, and ſhall and do thereby and thereout, in the firſt place, reimburſe themſelves reſpectively all ſuch Coſts, Charges and Expences as they reſpectively, or any of them ſhall ſuſtain, expend, or be put unto, in or about the Truſts hereby in them repoſed, or the Performance or Execution thereof; and ſhall and do in the next place, by and out of the ſame principal Monies and Intereſt pay off, ſatisfy and diſcharge the ſaid Sum of 3700*l.* principal Money ſo due and owing upon the ſaid Eſtate and Premiſſes comprized in the ſaid firſt recited Indentures of Leaſe and Releaſe and Settlement as aforeſaid, every or any Part thereof, and all Intereſt now due and to grow due for the ſame, or any Part thereof; and thereupon the ſaid ſeveral Terms for Years of and in the ſame Premiſſes reſpectively are to be, and ſhall be aſſigned to Truſtees to be for that Purpoſe named, for all the then Reſidue of the ſame reſpective Terms, in Truſt to attend and wait upon the Freehold and Inheritance of the ſame Premiſſes, and to be ſubſervient to the Uſes, Truſts and Eſtates thereof limited, or mentioned to be limited in and by the ſaid laſt mentioned Indenture of Releaſe and Settlement; and alſo thereupon the Premiſſes comprized in the ſaid Indentures of Leaſe and Releaſe of the eleventh and twelfth Days of *September* 1714 are to be, and ſhall be conveyed and aſſured by the Heir or Heirs at Law of the Survivor of them the ſaid *Felix Fry* and *Guy Gee*, unto Truſtees to be for that Purpoſe named, and their Heirs, to the Uſes, upon the Truſts, and under and ſubject to the Proviſoes and Agreements in and by the ſaid Indenture of Releaſe and Settlement bearing even Date herewith, mentioned, expreſſed and declared of and concerning the ſame, or as near thereto as may be;

Declaration, Agreement and Direction by the intended Huſband and Wife to apply her Mortgage-Money in paying the Incumbrances affecting his Eſtates in the Settlement,

with proper Directions and Powers to the Truſtees.

be; and ſhall and do in the laſt Place pay over all the then Reſidue and Overplus of the ſaid Sum of 4000*l.* principal Money, and the Intereſt due and to grow due for the ſame, if any be (over and above what ſhall be applied for the Purpoſes aforeſaid) unto him the ſaid *Gregory Gale*, Party hereto, his Executors, Adminiſtrators or Aſſigns, to and for his and their own Uſe and Benefit. In witneſs, &c.

A Deed Poll of Appointment by a Feme Covert, *to be indorſed on a Deed intitling her. This preſent Deed contains a Releaſe of Arrears of an Annuity which her Huſband's Lands were charged with, and appoints future Payments to him, and the Uſe of the Land,* &c. N° 11.

TO all to whom theſe Preſents ſhall come, I *Emma Aſh*, Wife of the within named *Abel Aſh*, ſend Greeting. Whereas by Virtue of the within written Indenture, or of the Indenture of the ſixth of *December* 1689, therein mentioned or referred to, or otherwiſe, I the ſaid *Emma* am intitled to one Annuity, yearly Rent or Sum of 300*l.* of lawful Money of *Great Britain*, payable to or for my ſole and ſeparate Uſe, at the Times and in Manner in that Behalf within mentioned or directed, out of the Manor, Lands and Hereditaments within granted and conveyed, or out of ſome other Lands, Tenements or Hereditaments, for which Annuity I have not hitherto given any regular Receipt or Diſcharge. Now know ye, and theſe Preſents witneſs, that for avoiding of all Controverſies, Suits and Differences which may hereafter happen or ariſe, touching or concerning all or any the Arrears of the ſaid Annuity, yearly Rent or Sum of 300*l.* from the Time of the Commencement thereof, until the Day of the Date of theſe Preſents; And to the End a good and effectual Releaſe and Diſcharge may be given for the ſame, I the ſaid *Emma Aſh* do hereby acknowledge, teſtify and declare, that I have had and received full Satisfaction for all Arrears of the ſaid Annuity, yearly Rent or Sum of 300*l.* from the Commencement thereof until the Day of the Date of theſe Preſents, and am therewith fully ſatisfied and contented, and of and from the ſame and every Part thereof, and of and from all Actions, Suits, Claims and Demands either in Law or Equity, for or on account of the ſame, or any Part thereof, I the ſaid *Emma Aſh* do hereby for my ſelf, my Executors and Adminiſtrators, acquit, releaſe and diſcharge the ſaid *Abel Aſh*, his Heirs, Executors and Adminiſtrators, and his and their Lands and Tenements, Goods and Chattels, and the ſaid Manor, Lands and Hereditaments within granted and conveyed, or mentioned or intended ſo to be, and all other Lands, Tenements and Hereditaments charged or chargeable with the ſame Annuity, or any Part thereof for ever by theſe Preſents. And further know ye, and theſe Preſents alſo witneſs, that I the ſaid *Emma Aſh*, for divers good Cauſes and Conſiderations me hereunto moving, and by Force and Virtue of the Power and Authority to me given in and by the within written Indenture, and of all other Powers and Authorities to me in that Behalf given or reſerved, or any ways enabling me thereunto, do by this my Deed or Writing under my Hand and Seal direct, limit and appoint *Adam Aſton*, Eſq; the ſurviving Truſtee within named and appointed, for raiſing and paying the ſaid Annuity, yearly Rent or Sum of 300*l.* in Manner aforeſaid, his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times hereafter, during the Continuance of the Term of two hundred Years within raiſed, and limited for ſecuring the Payment thereof, to pay the ſaid Annuity, yearly Rent or Sum of 300*l.* and every Part thereof, as the ſame ſhall from Time to Time accrue and become due and payable, together with all Arrears thereof, if any now be, unto him the ſaid *Abel Aſh*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit. And further know ye, and theſe Preſents further witneſs, that I the ſaid *Emma Aſh*, for divers good Cauſes and Conſiderations me thereunto moving, and by Force and Virtue of the further Power and Authority to me given or reſerved in and by the within written Indenture, and of all other Power and Powers, Authority and Authorities to me in that Behalf given or reſerved, or any ways enabling me thereunto, do by this my Deed or Writing under my Hand and Seal, atteſted by the Perſons whoſe Names are here under written as Witneſſes thereunto, limit, declare, direct and appoint, that the Manor, Advowſon, Meſſuages, Farms,

The Title to the Annuity recited.

The Acknowledgment of Payment.

The Releaſe.

The Appointment of future Payment to the Huſband,

and of future Uſes of the Lands.

Lands, Tenements and Hereditaments within granted and conveyed, or mentioned or intended ſo to be, and the Reverſion or Remainder, and Inheritance thereof in Fee Simple, expectant on the Determination of the particular Eſtates within limited thereof, and ſubject thereunto, ſhall at all Times hereafter be, go and remain, and the within named *Benedict Bray* and *Cyril Aſh*, and the Survivor of them, and their Heirs, and the Heirs of ſuch Survivor, ſhall at all Times hereafter ſtand and be ſeiſed thereof, unto and to the Uſe and Behoof of him the ſaid *Abel Aſh*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. In witneſs, *&c.*

N° 12. *A Direction by a Father, that Money due to him from his Son-in-Law, ſhall be taken as Part of this Daughter's Share of a reſiduary Eſtate which the Father had ſettled in Truſt for all his Daughters.*

Recital that the Father has lent Money to the Son-in-Law,

and that he has formerly ſettled his reſiduary Eſtate in Truſt for this and other Daughters;

and that in caſe of Non-Payment of the Money lent, his reſiduary Eſtate will be diminiſhed, which he would prevent;

He therefore directs that the Money which the Son-in-Law ſhall owe him, ſhall be charged upon this Daughter's Share of the reſiduary Eſtate.

TO all to whom theſe Preſents ſhall come, *Abel Aſh* of *Alton* in the County of *Surry*, Eſq; ſendeth Greeting. Whereas at the Inſtance and Requeſt of *John Jones* Eſq; and *Hannah* his Wife (Daughter of the ſaid *Abel Aſh*) or one of them, he the ſaid *Abel Aſh* hath at ſeveral Times lent and advanced to or for the Benefit or Uſe of the ſaid *John Jones*, upon Note or Order under his Hand or otherwiſe, divers conſiderable Sums of Money, which are yet due and owing to him the ſaid *Abel Aſh*; and may hereafter advance and lend more Monies to him or for his Uſe and Benefit. And whereas he the ſaid *Abel Aſh* hath ſometime ſince ſettled the Reſidue and Overplus of his real and perſonal Eſtate upon Truſtees for the Benefit of his ſaid Daughter *Hannah*, and his other Daughters, and their reſpective Iſſue. And in caſe the ſaid ſeveral Sums of Money ſo lent and advanced, or hereafter to be lent and advanced, to or for the Uſe of the ſaid *John Jones* as aforeſaid, ſhould happen not to be repaid to the ſaid *Abel Aſh* in his Life-time, or to his Truſtees and Executors, immediately upon and after his Deceaſe, the reſpective Parts and Shares of his ſaid other Daughters and their reſpective Iſſue, of and in the ſaid Reſidue and Overplus of his ſaid real and perſonal Eſtate, will be leſſened and prejudiced, which he the ſaid *Abel Aſh* is willing and deſirous to prevent. Now therefore witneſs theſe Preſents, and the ſaid *Abel Aſh* doth hereby expreſly order, direct and declare, that all ſuch Sum and Sums of Money, as the ſaid *John Jones* now doth, or hereafter ſhall owe unto the ſaid *Abel Aſh*, at the Time of his the ſaid *Abel Aſh*'s Deceaſe, and which ſhall not be paid and made good unto the Eſtate of the ſaid *Abel Aſh* in his Life-time, or immediately upon and after his Deceaſe, by the ſaid *John Jones*, his Heirs, Executors or Adminiſtrators, with lawful Intereſt for the ſame, from the Death of the ſaid *John Jones*, ſhall be deemed, accepted and taken as ſo much of the Part and Share of the ſaid Reſidue and Overplus of the ſaid *Abel Aſh*'s Eſtate, as is by him ſettled or appointed, to or for the Benefit of or in Truſt for the ſaid *Hannah* his Daughter or her Children, it being the expreſs Will and Intention of him the ſaid *Abel Aſh*, that his ſaid other Daughters or their Children, or any of them, ſhould in no wiſe be prejudiced or ſuffer, or their reſpective Parts and Shares of the ſaid Reſidue and Overplus of his ſaid Eſtate ſhould be leſſened or impaired, by Reaſon or Means of any ſuch Loan or Loans, made or to be made, to or for the Benefit of the ſaid *John Jones* as aforeſaid; but that all Loſs and Damage thereby occaſioned to the ſaid Eſtate of the ſaid *Abel Aſh* ſhould wholly fall upon the Part and Share of the ſaid *Hannah* his Daughter and her Children of and in the ſame Eſtate, and be accordingly born and ſuſtained by her and them only; any Thing in the ſaid Settlement of the ſaid *Abel Aſh*'s Reſidue and Overplus of his ſaid real and perſonal Eſtate contained to the contrary notwithſtanding. In witneſs, *&c.*

Signed, ſealed and delivered by the abovenamed Abel Aſh (*being firſt duly ſtamped*) *in the Preſence of us,*

Appointment of a Game-keeper. N° 13.

I *Amos Aſh*, Eſq; Lord of the Manor of *Bruton* in the County of *Cambridge*, do hereby (purſuant to an Act of Parliament made in the third Year of his late Majeſty's Reign, intituled an Act to explain and amend ſeveral Laws therein mentioned for the better Preſervation of Game), immediately employ and appoint *Dennis Dun* of *Bruton* aforeſaid, Gent. to take and kill as ſoon as he conveniently can, after the Date hereof, ſuch Hares, Pheaſants, Partridges, or other Game which he ſhall find upon my Lordſhip or Manor aforeſaid, for my ſole Uſe and immediate Benefit. And I do hereby direct the ſaid *Dennis Dun*, to ſend all ſuch Game as he ſhall take and kill, by Virtue of this my immediate Appointment, to me at my Houſe in *Bruton* aforeſaid, or elſewhere, as I ſhall direct. And I do by theſe Preſents further authoriſe and appoint the ſaid *Dennis Dun* (by Virtue of Several other Acts of Parliament in that Caſe made and provided) to take and ſeiſe all ſuch Guns and Ferrets, Trammels, Hays and other Nets, Snares or Engines for the taking, killing or deſtroying of Hares, Pheaſants, Partridges, or other Game within the aforeſaid Manor, and the Precincts thereof, as ſhall be kept or uſed by any Perſon or Perſons not legally qualified to do the ſame. And further to act and do all and every Thing or Things which belong to the ſaid Office of a Game-keeper according to the Directions of the ſaid Acts of Parliament, for which this ſhall be his ſufficient Warrant. To hold the ſame during my Will and Pleaſure.

A Lord of a Manor (purſuant to an Act of Parliament) appoints *D. D.* to kill Game, *&c.* for the Uſe of the Lord, and (by virtue of other Acts) to ſeiſe Engines, *&c.* of Perſons not qualified.

Given under my Hand and Seal this ſeventeenth Day of *December*, in the fifth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland* King, Defender of the Faith, *&c.* *Annoque Domini* 1731.

Articles. See **Agreements, Copartnerſhips, Marriage-Articles, Purchaſes.**

Aſſignments of Goods, Money, &c.

An Aſſignment of Books by Deed Poll executed by the original Owner, and by the Executor of a Perſon to whom they had been aſſigned as a collateral Security for a Sum of Money beyond their Value. N° 1.

TO all to whom theſe Preſents ſhall come, *Arthur Audley* of, *&c.* Eſq; and *Benjamin Audley* of, *&c.* Gent. ſole acting Executor of the laſt Will and Teſtament of *Cecilia Cary* of, *&c.* Spinſter, deceaſed, ſend Greeting. Whereas the ſaid *Arthur Audley*, for better ſecuring to the ſaid *Cecilia Cary*, her Executors, Adminiſtrators or Aſſigns, the Payment of the Sum of 1000*l.* principal Money, and lawful Intereſt for the ſame, which he owed her upon Bond and Judgment, did grant, bargain and ſell unto her the ſaid *Cecilia Cary*, her Executors, Adminiſtrators and Aſſigns (among other Things) a Library or Collection of Books. And whereas the ſaid Sum of 1000*l.* principal Money, or any Part thereof, not being paid to her the ſaid *Cecilia Cary*, *Daniel Downes*, Eſq; did in or about the Month of *April* now laſt paſt, contract and agree with the ſaid *Arthur Audley* and *Cecilia Cary*, for the abſolute Purchaſe of the Books herein aftermentioned to be hereby bargained, ſold and aſſigned, for the Sum or Price of 400*l.* of lawful Money of *Great Britain*, compriſing all or the greateſt Part of the Books, Library or Collection

Recital of the making them a Security,

and a Contract to ſell them in the Life-time of the Teſtatrix,

and a Delivery of them to the preſent Vendee, and the Payment of Part of the Price.

lection of Books ſo granted and ſold to the ſaid *Cecilia Cary* as aforeſaid. And whereas the ſaid *Cecilia Cary* and *Arthur Audley*, or one of them, in purſuance of the ſaid recited Contract, did on or about the tenth Day of *April* now laſt paſt, deliver, or cauſe to be delivered to him the ſaid *Daniel Downes*, or to ſome Perſon or Perſons on his Behalf, the Books ſo purchaſed by him as aforeſaid; and the ſaid *Daniel Downes*, upon the Delivery of the ſaid Books as aforeſaid, did with the Conſent and Privity, and by the Order of the ſaid *Arthur Audley*, pay unto the ſaid *Cecilia Cary* the Sum of 200*l.* in part of the ſaid Purchaſe Money, towards Satisfaction of her ſaid Debt of 1000*l.* and Intereſt, the Payment of which ſaid Sum of 200*l.* accordingly they the ſaid *Arthur Audley* and *Benjamin Audley* do

Death of Teſtatrix before any legal Aſſignment made,

hereby acknowledge. And whereas before any legal Aſſignment of the ſaid Books was made to the ſaid *Daniel Downes*, the ſaid *Cecilia Cary* departed this Life, having firſt duly made her laſt Will and Teſtament in Writing, and thereof conſtituted the ſaid *Benjamin Audley* and one *Edward Ellis* Executors, but the ſaid *Benjamin Audley* alone hath proved the ſaid Will, and taken on him the Execution

The Conſideration,

thereof. Now know ye, that in purſuance and performance of the ſaid recited Agreement, and for and in conſideration of the Sum of 200*l.* of lawful Money of *Great Britain* (Reſidue and in full Payment of the ſaid Sum of 400*l.* Purchaſe Money) to the ſaid *Benjamin Audley* in hand paid by the ſaid *Daniel Downes*, at or before the Enſealing and Delivery thereof, with the Privity and Conſent, and by the Order and Direction of the ſaid *Arthur Audley*, teſtified by his Signing and Sealing of theſe Preſents towards further Satisfaction of the ſaid Debt of 1000*l.* and Intereſt, the Receipt and Payment of which ſaid laſt mentioned Sum of 200*l.* they the ſaid *Benjamin Audley* and *Arthur Audley* do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Daniel Downes*, his Executors, Adminiſtrators and Aſſigns, and every of them. An in conſideration of the Sum of 5*s.* of like Money to the ſaid *Arthur Audley* in hand paid by the ſaid *Daniel Downes*, at or before the Enſealing and Delivery hereof, the Receipt whereof is hereby acknowledged, he the ſaid *Benjamin Audley*, at the Requeſt, and by the Direction and Appointment of the ſaid *Arthur Audley*, teſtified as

and Sale.

aforeſaid, and alſo the ſaid *Arthur Audley* have, and each of them hath given, granted, bargained, ſold and aſſigned, and by theſe Preſents do, and each of them doth give, grant, bargain, ſell and aſſign unto the ſaid *Daniel Downes*, his Executors, Adminiſtrators and Aſſigns, all the Books ſo delivered to him the ſaid *Daniel Downes*, or to ſome Perſon or Perſons on his Behalf as aforeſaid, and all their and either of their Right, Title and Intereſt in and to the ſame, and every or any Part or Parcel thereof; To have and to hold and enjoy the ſaid Library, Books, and other the hereby bargained, ſold, and aſſigned Premiſſes, and every of them, and every Part and Parcel thereof, unto the ſaid *Daniel Downes*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit abſolutely and for ever, and as his and their own proper Goods and Chattels, with Warranty againſt all Perſons whomſoever. In witneſs, *&c.*

N° 2. *An Aſſignment of a Daughter's Part of the* Reſiduum *of her Father's real and perſonal Eſtate, made by her, with the Privity of her intended Huſband, to her Brother, who pays down her Portion.*

THIS Indenture Tripartite, made the tenth Day of *November Anno Domini* 1723, and in the tenth Year of the Reign of our Sovereign Lord *George*, *&c.*

The Parties.

between *Amy Allen* of *Bradden* in the County of *Cambridge*, Spinſter, Daughter of *David Allen* late of the ſame Place, Eſq; deceaſed, of the firſt Part, *David Allen* of *London*, Eſq; Brother of the ſaid *Amy Allen* of the ſecond Part, and *Edmund Ent* of *London* Merchant, of the third Part. Whereas a Marriage is intended by the Grace of God to be ſhortly had and ſolemnized between the ſaid *Edmund Ent* and the ſaid *Amy Allen*; And whereas the ſaid *David Allen*, the Brother, in proſpect of the ſaid intended Marriage, hath undertaken and agreed on or before the Solemnization thereof, to pay and advance unto the ſaid *Edmund Ent* the Sum of 6000*l.* of lawful Money of *Great Britain*, in full for the Marriage Portion of the ſaid *Amy Allen*, and in conſideration thereof, ſhe the ſaid *Amy Allen* did at the ſame Time

An intended Marriage recited,

And that the Lady's Brother has agreed to pay a certain Sum for her Portion,

undertake

undertake and agree to pay to him the ſaid *David Allen* her Brother, the Sum of 3000*l.* of like Money by her lately had and received of and from *Flavia Allen* Widow, her Mother, as and for the Conſideration-Money for the Purchaſe of certain Meſſuages or Tenements, Lands and Hereditaments in or near *Bradden* aforeſaid, which have been lately granted and conveyed by her the ſaid *Amy Allen*, with the Privity of the ſaid *Edmund Ent*, unto and to the Uſe of the ſaid *Flavia Allen*, her Heirs and Aſſigns; and alſo to pay to him the ſaid *David Allen* the Brother the further Sum of 900*l.* ariſing from the Sale of her capital Stock in the *India* Company, and other her own proper Monies; and alſo to aſſign to him the ſaid *David Allen* her Part or Share in an Annuity of 70*l. per Annum*, granted by the Maſter and Wardens and Commonalty of the Art or Myſtery of *Salters* of *London* to ſeveral Perſons during the Lives of their reſpective Nominees, with the Benefit of Survivorſhip, by an Inſtrument bearing date the fourth of *July* 1709, and which hath been accordingly aſſigned by Indorſement thereon, bearing even Date with theſe Preſents; And alſo to grant, aſſign and transfer unto him the ſaid *David Allen*, all the Part, Share and Intereſt of her the ſaid *Amy Allen*, of, into or out of the *Reſiduum* of the real and perſonal Eſtate of the ſaid *David Allen*, her late Father, by Virtue of his laſt Will and Teſtament, or the Cuſtom of the City of *London*, whereof he was a Freeman, or otherwiſe howſoever. And whereas the ſaid *Amy Allen*, in Purſuance and Part of Performance of her ſaid recited Agreement, hath on the Day of the Date hereof paid unto him the ſaid *David Allen* her Brother, the ſaid two ſeveral Sums of 3000*l.* and 900*l.* the Receipt and Payment of which ſaid two ſeveral Sums of 3000*l.* and 900*l.* he the ſaid *David Allen* the Brother doth hereby accordingly acknowledge: Now this Indenture witneſſeth, that in further Purſuance and full Performance of the ſaid recited Agreement on the Part of the ſaid *Amy Allen* to be done and performed, and for and in Conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to her in Hand paid by the ſaid *David Allen* her Brother, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof ſhe doth hereby acknowledge, ſhe the ſaid *Amy Allen* hath granted, aſſigned, transferred and ſet over, and by theſe Preſents doth grant, aſſign, transfer and ſet over unto the ſaid *David Allen* her Brother, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, all and every the Part, Purparty, Share, Right, Title, Intereſt, Claim and Demand whatſoever both in Law and Equity of her the ſaid *Amy Allen*, of into or out of the *Reſiduum* of the real and perſonal Eſtate late of the ſaid *David Allen* deceaſed, or any Part thereof, by Force or Virtue of his ſaid laſt Will and Teſtament, or of the ſaid Cuſtom of the ſaid City of *London*, or otherwiſe howſoever; To have, hold, receive, perceive, take and enjoy the ſame, and every Part thereof, and all the Benefit thereof, unto him the ſaid *David Allen* her Brother, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, as his or their own proper Eſtate, Goods and Chattels for ever, together with full Power, Licence and Authority, to aſk, demand, ſue for, recover and receive the ſame, to and for his and their own Uſe and Benefit. And the ſaid *Amy Allen* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *David Allen* her Brother, his Heirs, Executors, Adminiſtrators and Aſſigns in Manner following; that is to ſay, that ſhe the ſaid *Amy Allen* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the hereby granted and aſſigned Premiſſes, or any Part thereof is, are, ſhall or may be impeached or incumbred in any wiſe howſoever; And that ſhe the ſaid *Amy Allen*, her Heirs, Executors and Adminiſtrators, ſhall and will at any Time or Times hereafter, upon the Requeſt, and at the Coſt and Charges of the ſaid *David Allen* her Brother, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe to be made, done and executed, any further lawful and reaſonable Act, Deed or Thing, for the better granting and aſſigning the ſaid Premiſſes, and all the Benefit thereof unto him the ſaid *David Allen*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, to and for his and their own Uſe and Benefit. In witneſs, *&c.*

and ſhe undertook to pay him two leſſer Sums,

and to aſſign to him her Share in an Annuity,

and her Part of the *Reſiduum* of her Father's Eſtate,

and that ſhe has paid him the two Sums of Money.

She aſſigns to him her Share of the *Reſiduum* of her Father's Eſtate,

and covenants that ſhe hath not done any Thing to incumber,

and that ſhe will make further Aſſurances.

N° 3. *An Aſſignment of a Legacy to a ſecond Aſſignee by Huſband and Wife, and a former Aſſignee to whom the ſame had been mortgaged for ſeveral Sums, and afterwards aſſigned abſolutely. The Money payable at a Day yet to come. A Power of Attorney to the latter Aſſignee to demand and recover,* &c.

THIS Indenture Tripartite, made the fourteenth Day of *November Anno Domini* 1719, and in the ſixth Year of the Reign of our Sovereign Lord *George*, &c. between *Alfred Aſton* of the Pariſh of *Bidford* in the County of *Cheſter*, Gent. of the firſt Part, *David Deal* of the Pariſh of *Eaſtham* in the ſaid County of *Cheſter*, Gent. and *Fulvia* his Wife, Daughter of *Gregory Gill* late of the Pariſh of *Harne* in the ſaid County of *Cheſter*, Doctor in Phyſick deceaſed, and *Jane* his Wife, of the ſecond Part, and *Kenrick Kelly* of *London*, Gent. of third Part. Whereas Sir *Lewis Gill*, late of *Muddo* in the County of *Norfolk*, Knt. deceaſed, late Uncle of the ſaid *Fulvia*, did in and by his laſt Will and Teſtament in Writing duly executed, bearing Date on or about the twelfth Day of *March* which was in the Year of our Lord 1711 (amongſt other Legacies and Bequeſts therein mentioned) give and bequeath unto the ſaid *Fulvia Deal*, by the Name of his Niece *Fulvia Gill*, Daughter of his late Brother Dr. *Gill* deceaſed, the Sum of 2000*l.* of lawful Money of *Great Britain*, to be paid unto her at the Time ſhe ſhould attain the Age of twenty-five Years, and of his ſaid Will did nominate and appoint *Owen Oſborn*, Eſq; *Paul Pegg*, Eſq; and *Robert Rich*, Gent. Executors, in Truſt, and ſoon after died without having altered or revoked the ſame; and after his Deceaſe the ſaid *Paul Pegg* and *Robert Rich* duly proved the ſaid Will in the Prerogative Court of *Canterbury*, as by the ſaid Will and the Probate thereof, under the Seal of the ſaid Court (Relation being thereunto had) may more at large appear. And whereas by Indenture bearing Date the twenty-fourth Day of *October* which was in the Year of our Lord 1718, and made or mentioned to be made between the ſaid *David Deal*, by the Name of *David Deal* of the ſaid Pariſh of *Harne*, Gent. and *Fulvia* his Wife, of the one Part, and the ſaid *Alfred Aſton* of the other Part, reciting (among other Things) the ſaid Deviſe of the ſaid Sum of 2000*l.* to the ſaid *Fulvia Deal*, by the ſaid recited Will of Sir *Lewis Gill* as aforeſaid, and alſo reciting that the ſaid *Alfred Aſton* had advanced and lent to the ſaid *David Deal* and *Fulvia* his Wife the Sum of 500*l.* of lawful Money of *Great Britain*, they the ſaid *David Deal* and *Fulvia* his Wife, for ſecuring the Repayment of the ſaid Sum of 500*l.* with Intereſt, did give, grant, aſſign and ſet over unto the ſaid *Alfred Aſton*, among other Things, the aforeſaid Legacy of 2000*l.* and all the Right, Title, Intereſt, Property, Claim and Demand of them the ſaid *David Deal* and *Fulvia* his Wife, of, in or to the ſame or any Part thereof, either in Law or Equity; To hold to the ſaid *Alfred Aſton*, his Executors, Adminiſtrators and Aſſigns, in as full and ample Manner, to all Intents and Purpoſes, as they the ſaid *David Deal* and *Fulvia* his Wife, or either of them, might or could have had and enjoyed the ſame, under a Proviſo for making void the ſaid Indenture on Payment of the Sum of 500*l.* and Intereſt for the ſame, by the ſaid *David Deal* and *Fulvia* his Wife to the ſaid *Alfred Aſton*, his Executors or Adminiſtrators, on or before the twenty-fourth Day of *April* then next enſuing, together with ſuch Coſts, Charges and Expences as the ſaid *Alfred Aſton* ſhould be put to by reaſon of the Premiſſes either in Law or Equity. And whereas by writing or Deed Poll, bearing Date the twenty-ſeventh Day of *February* which was in the Year of our Lord 1713, and indorſed on the ſaid recited Indenture, the ſeveral Legacies, Sums of Money and Premiſſes by the ſame Indenture aſſigned, are by the ſaid *David Deal* and *Fulvia* his Wife made a Security for Repayment to the ſaid *Alfred Aſton* of the further Sum of 500*l.* by him then lent and advanced to the ſaid *David Deal* and *Fulvia* his Wife, together with Intereſt for the ſame, on the twenty-ſeventh Day of *March* then next. And whereas by one other Writing or Deed Poll bearing Date the twenty-ſixth Day of *June* now laſt paſſed, and indorſed alſo on the ſaid recited Indenture, the ſaid ſeveral Legacies, Sums of Money and Premiſſes, by

The Parties.

A Will recited,

whereby a Sum of Money was bequeathed to the Wife when ſhe was ſole, to be paid at a certain Age.

An Indenture recited,

whereby the Huſband and Wife aſſigned the Legacy by way of Mortgage for a Sum of Money.

An Indorſement thereon recited, making the Legacy a Security for a further Sum;

another Indorſement recited, for charging a further Sum.

by the ſaid recited Indenture aſſigned, are by the ſaid *David Deal* and *Fulvia* his Wife made a Security for Re-payment to the ſaid *Alfred Aſton* of the further Sum of 400 *l.* by him then lent and advanced to the ſaid *David Deal* and *Fulvia* his Wife, together with Intereſt for the ſame, on the twenty-third Day of *December* then and now next enſuing, as by the ſaid recited Will, Indenture and Deeds Poll, Relation being thereunto reſpectively had, may more fully and at large appear. And whereas the ſaid *Alfred Aſton* did, on or about the twelfth Day of *March* now laſt paſt, receive of the ſaid *David Deal* and *Fulvia* his Wife, by the Hands of *Simon Slade*, Eſq; the Sum of 300 *l.* in Part of the principal Sum of 1000 *l.* and Intereſt ſecured by the ſaid recited Indenture, and firſt recited Deed Poll, as by a Receipt under the Hand of the ſaid *Alfred Aſton*, bearing Date the ſaid twelfth Day of *March* now laſt paſt, and indorſed on the ſaid recited Indenture, may appear. And whereas upon an Account made up and ſtated by and between the ſaid *David Deal* and *Fulvia* his Wife and *Alfred Aſton* on or about the twentieth Day of *Auguſt* now laſt paſt, there then appeared to be due and owing to the ſaid *Alfred Aſton*, for Principal and Intereſt on the ſeveral Securities in the ſaid recited Indenture and Deeds Poll mentioned and contained, the Sum of 1200 *l.* (over and above the ſaid Sum of 300 *l.* received by the ſaid *Alfred Aſton* in Part as aforeſaid). And whereas by Indenture bearing Date the ſaid twentieth Day of *Auguſt* now laſt paſt, and made or mentioned to be made between the ſaid *David Deal* and *Fulvia* his Wife of the one Part, and the ſaid *Alfred Aſton* of the other Part, reciting to the Effect herein before recited, and that the ſaid *Fulvia Deal* would not attain her Age of twenty-three Years before the Month of *February* in the Year of our Lord 1723, or thereabouts, when, and not before, the ſaid Legacy of 2000 *l.* would become due and payable; and reciting that the ſaid *David Deal* and *Fulvia* his Wife having then Occaſion for preſent Monies, had contracted with the ſaid *Alfred Aſton* abſolutely to aſſign and convey to him the ſaid Legacy of 2000 *l.* and all their and either of their Right, Title and Intereſt therein or thereunto, for the Sum of 1400 *l.* It is witneſſed, that in conſideration of the ſaid Sum of 1200 *l.* ſo due and owing to the ſaid *Alfred Aſton* as aforeſaid, and of the further Sum of 200 *l.* of lawful Money to the ſaid *David Deal* and *Fulvia* his Wife in hand paid by the ſaid *Alfred Aſton* at or before the Enſealing and Delivery of the ſaid laſt recited Indenture (making together the ſaid Sum of 1400 *l.*) they the ſaid *David Deal* and *Fulvia* his Wife did bargain, ſell, aſſign, tranſfer and ſet over unto the ſaid *Alfred Aſton*, his Executors, Adminiſtrators and Aſſigns, the ſaid Legacy or Sum of 2000 *l.* deviſed to the ſaid *Fulvia* by the aforeſaid Will of the ſaid Sir *Lewis Gill*, and all Intereſt at any Time or Times then after to grow due for the ſame; And all the Eſtate, Right, Title, Intereſt, Property, Benefit, Advantage, Claim and Demand whatſoever of them the ſaid *David Deal* and *Fulvia* his Wife, and either of them, of, in and to the ſame, and every or any Part thereof, by Force and Virtue of the ſaid laſt Will of the ſaid Sir *Lewis Gill* or otherwiſe howſoever; To have, hold, receive, perceive, take and enjoy the ſaid Legacy or Sum of 2000 *l.* and every Part thereof, unto the ſaid *Alfred Aſton*, his Executors, Adminiſtrators and Aſſigns, to his and their Uſe and Behoof, as by the ſaid laſt recited Indenture, Relation being thereunto had, may more at large appear. And whereas the ſaid *Kenrick Kelly* hath lately contracted and agreed with the ſaid *Alfred Aſton* for the abſolute Purchaſe of the ſaid Legacy or Sum of 2000 *l.* and of all his Right, Title and Intereſt, either in Law or Equity, therein or thereunto, for the Sum of 1500 *l.* of lawful Money of *Great Britain:* Now this Indenture witneſſeth, that for and in conſideration of the Sum of 1500 *l.* of lawful Money of *Great Britain* to the ſaid *Alfred Aſton* in hand paid by the ſaid *Kenrick Kelly*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Alfred Aſton* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Kenrick Kelly*, his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and in conſideration of the further Sum of 5 *s.* of like Money to the ſaid *David Deal* and *Fulvia* his Wife in hand paid by the ſaid *Kenrick Kelly*, at or before the Enſealing and Delivery hereof, the Receipt whereof is hereby acknowledged; he the ſaid *Alfred Aſton*, and at his Requeſt (teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) they

Recital that Part of the borrowed Money has been paid,

and of what remained due on an Account, &c.

Another Indenture recited,

whereby the Huſband and Wife aſſigned the Legacy abſolutely to the former Aſſignee.

Recital that the Party of the third Part hath agreed for the Purchaſe of the Legacy.

The Conſideration.

The former Aſſignee,

and the Husband and Wife assign and confirm the Legacy to the new Assignee,

they the said *David Deal* and *Fulvia* his Wife have, and each and every of them hath granted, bargained, sold, assigned, ratified and confirmed, and by these Presents do, and each and every of them doth grant, bargain, sell, assign, ratify and confirm unto the said *Kenrick Kelly*, his Executors, Admininistrators and Assigns, the said Legacy or Sum of 2000 *l.* devised to the said *Fulvia* by the last Will of the said Sir *Lewis Gill* as aforesaid, and all the Benefit thereof, and all other the Premisses in and by the said last recited Indenture assigned or mentioned, or intended so to be; and all the Estate, Right, Titles, Interest, Property, Benefit, Advantage, Claim and Demand whatsoever both in Law and Equity, of them the said *Alfred Aston*, *David Deal* and *Fulvia* his Wife, and of every or any of them, of, in, to or out of the same, and every or any Part thereof, by Force and Virtue of the said recited Will, Indentures and Deeds Poll, every or any of them, or otherwise howsoever; together with the said recited Indentures and Deeds Poll, and all and every the Powers and Authorities by them, or any of them given, for receiving, recovering or obtaining the said Legacy or Sum of 2000 *l.* or any Part thereof; To have, hold, receive, perceive, take and enjoy the said Legacy or Sum of 2000 *l.* and every Part thereof, and all Interest hereafter to grow due for the same, and all and singular other the Premisses mentioned or intended to be hereby assigned unto the said *Kenrick Kelly*, his Executors, Administrators and Assigns, to and for his and their own Use and Benefit, and as his and their own proper Goods and Chattels absolutely for ever. And for the Considerations aforesaid, and for the better enabling the said *Kenrick Kelly*, his Executors, Administrators and Assigns, to have, obtain, receive and enjoy the said Legacy or Sum of 2000 *l.* and all Interest hereafter to grow due for the same, they the said *David Deal* and *Fulvia* his Wife, at the Request of the said *Alfred Aston* testified as aforesaid, and also the said *Alfred Aston* have made, ordained, constituted and appointed, and in their Place and Stead put and deputed, and by these Presents do, and each and every of them doth make, ordain, constitute and appoint, and in their Place and Stead put and depute the said *Kenrick Kelly*, his Executors, Administrators and Assigns, their true and lawful Attorney and Attornies irrevocable of or for them the said *David Deal* and *Fulvia* his Wife and *Alfred Aston*, and every of them, and in their Name or Names, but to the proper Use and Behoof of him the said *Kenrick Kelly*, his Executors, Administrators and Assigns, to ask, demand, sue for, recover and receive of and from the said *Paul Pegg* and *Ralph Rich*, or either of them, and of and from all and every or any other Person or Persons whom it may concern, the aforesaid Legacy or Sum of 2000 *l.* and other the Premisses, and every or any Part thereof, and upon Non-payment thereof, or of any Part thereof, when the same shall become due, to sue forth, bring, commence and prosecute such Bill, Plaint or other Process, either at law or in Equity, or elsewhere, for the Recovery thereof, as he or they shall be advised, and on Payment thereof, or any Part thereof, to give Receipts and Discharges for the same; and one or more Attorney or Attornies for the Purposes aforesaid to make and substitute, and at Pleasure to revoke, and generally to do and act in the Premisses for the Recovering and Obtaining of the said Legacy or Sum of 2000 *l.* and other the Premisses, and every Part thereof, as fully and effectually to all Intents and Purposes as they the said *David Deal* and *Fulvia* his Wife, and *Alfred Aston*, or any of them, might or could have done if actually present, giving and hereby granting unto the said *Kenrick Kelly*, his Executors, Administrators and Assigns, the full and whole Power of them the said *David Deal* and *Fulvia* his Wife, and *Alfred Aston*, and of every of them, in the Premisses, hereby ratifying, confirming and allowing all and whatsoever the said *Kenrick Kelly*, his Executors, Administrators or assigns, or his or their Attorney or Attornies, shall lawfully do or cause to be done in or about the Premisses by Virtue of these Presents. And the said *Alfred Aston* doth hereby for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise and agree, to and with the said *Kenrick Kelly*, his Executors, Administrators and Assigns, in Manner following, that is to say, that he the said *Alfred Aston* hath not at any Time heretofore received, compounded, released or discharged, or consented to the receiving, compounding, releasing or discharging the said hereby assigned Legacy or Sum of 2000 l. and other the Premisses, or any Part thereof, nor done, committed, suffered or consented unto any Act, Deed, Matter or thing whatsoever, where-

and the Deeds absolutely,

and the Husband and Wife and former Assignee,

impower the latter,

to demand and recover for his own Use,

and to discharge the same,

The former Assignee covenants that he hath not incumbered,

by to charge, affect or incumber the ſame, or any Part thereof. And that he the ſaid *Alfred Aſton*, his Executors or Adminiſtrators ſhall not, nor will at any Time hereafter receive, compound, releaſe or diſcharge the ſame, or any Part thereof, but by and with the Conſent and Direction, and to and for the only Uſe and Benefit and Behoof of the ſaid *Kenrick Kelly*, his Executors, Adminiſtrators or Aſſigns. And further, that he the ſaid *Alfred Aſton*, and all and every Perſon and Perſons, claiming or to claim any Eſtate, Right, Title or Intereſt, of, in, to or out of the hereby aſſigned Premiſſes, or any Part thereof, ſhall and will, at the Requeſt, Coſts and Charges of the ſaid *Kenrick Kelly*, his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe and procure to be made, done and executed, all and every or any ſuch further and other Acts, Deeds, Aſſignments, Conveyances and Aſſurances whatſoever, for the further, better, more perfect and abſolute aſſigning, conveying and aſſuring the hereby or intended to be hereby aſſigned Premiſſes unto, and to the Uſe of the ſaid *Kenrick Kelly*, his Executors, Adminiſtrators and Aſſigns, according to the true Intent and Meaning of theſe Preſents, as by the ſaid *Kenrick Kelly*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be deviſed, adviſed or required. In witneſs, *&c.*

and that he will not releaſe, *&c.*

and to make further Aſſurances.

An Aſſignment of a Reverſionary Intereſt in South-Sea *Annuities,* N° 4. *which had been transferred to Truſtees as a Security for the due Payment of an Annuity to a Grantee thereof. This Aſſignment is under an Order in Chancery. See the Margin.*

THIS Indenture Tripartite, made the fifteenth Day of *April Anno Domini* 1727, and in the thirteenth Year of the Reign of our Sovereign Lord *George*, *&c.* between *Adam Aſton* of *London*, Eſq; one of the Maſters of the High Court of Chancery, of the firſt Part, *Bryan Aſton* of *London*, Merchant, of the ſecond Part, and *David Aſton* of *London*, Eſq; and *Edmund Ellis* of the Pariſh of *Fidham* in the County of *Glouceſter*, Eſq; of the third Part. Whereas by Indenture Tripartite, bearing Date on or about the twenty-ninth Day of *July* 1724, and made or mentioned to be made between the ſaid *Adam Aſton* of the firſt Part, *Bruen Ball* of the Pariſh of *Conhall* in the ſaid County of *Cumberland*, Eſq; of the ſecond Part, and the ſaid *David Aſton* (a Perſon nominated by the ſaid *Adam Aſton*) and the ſaid *Edmund Ellis* (a Perſon nominated by the ſaid *Bruen Ball*) of the third Part, reciting as therein is recited, and for the Conſiderations therein mentioned, the ſaid *Adam Aſton* did for himſelf, his Heirs, Executors and Adminiſtrators, covenant, grant and agree to and with the ſaid *Bruen Ball*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Adam Aſton*, his Heirs, Executors and Adminiſtrators, ſhould and would well and truly pay, or cauſe to be paid unto the ſaid *Bruen Ball* and his Aſſignees, for and during the Term of his natural Life, one Annuity, yearly Rent or Sum of 600 *l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe, the ſame Annuity to be paid and payable at or in the common Dining Hall of *Lincoln's Inn* in the County of *Middleſex* yearly, at, or upon the four moſt uſual Feaſts or Days of Payment in the Year; that is to ſay, the Feaſts of St. *Michael* the Archangel, the Birth of our Lord *Chriſt*, the Annunciation of the bleſſed Virgin *Mary*, and the Nativity of St. *John* the Baptiſt, by even and equal Portions; the firſt Payment thereof to begin and be made upon the Feaſt-Day of St. *Michael* the Archangel next enſuing the Date of the ſame Indenture; And reciting that the ſaid *Adam Aſton* for the better ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 600 *l.* to the ſaid *Bruen Ball* for his Life in Manner aforeſaid, had, on or before the Day of the Date of the ſame Indenture, transferred unto the ſaid *David Aſton* and *Edmund Ellis* the Sum of 12000 *l.* in the Joint-Stock of the *South-Sea* Annuities, it was in and by the ſaid Indenture declared and agreed by and between all the Parties thereto, that the ſaid Sum of 12000 *l.* *South-Sea* Annuities ſo tranſferred to the ſaid *David Aſton* and *Edmund Ellis* as aforeſaid, was and were ſo tranſferred to them upon the Truſts herein aftermentioned; that is to ſay, upon Truſt, that they the ſaid *David Aſton* and *Edmund Ellis*, and the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhould permit and ſuffer, and do all and every

The Parties.

An Indenture recited;

whereby the firſt Party hereto granted an Annuity to a Grantee therein named.

and transferred (for ſecuring it) *South-Sea* Annuities to Two Truſtees the third Parties hereto,

upon Truſt to permit the Grantor to receive the Pro-

duce till default of Payment,

every Act and Thing which ſhould be proper and ſufficient to enable the ſaid *Adam Aſton*, his Executors and Adminiſtrators, to receive and take the yearly Intereſt, Dividends and Produce of the ſaid 12000*l.* *South-Sea* Annuities as the ſame ſhould ariſe and become due, to and for his and their own Uſe and Benefit, until Default ſhould be made of or in Payment of the ſaid Annuity, yearly Rent or Sum of 600*l.* or any Part thereof, by the Space of twenty-eight Days next over or after any of the ſaid Feaſts, whereon the ſame ought to be paid as aforeſaid; and upon further Truſt, that in caſe the ſaid Annuity of 600*l.* or any Part thereof, ſhould be behind or unpaid to the ſaid *Bruen Ball* or his Aſſigns by the Space of twenty-eight Days next after any of the Feaſts aforeſaid, then and ſo often they the ſaid *David Aſton* and *Edmund Ellis*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhould by and out of the yearly Intereſt, Dividends and Produce of the ſaid 12000*l.* *South-Sea* Annuities, or by Sale of any or a competent Part of the ſame Annuities, or by ſuch other Ways or Means as they the ſame Truſtees ſhould think fit, raiſe and levy ſuch Sum and Sums of Money as ſhould be ſufficient from Time to Time to anſwer, pay and ſatisfy unto the ſaid *Bruen Ball* and his Aſſigns, during his natural Life, the ſaid Annuity of 600*l.* or ſo much thereof as ſhould from Time to Time ſo happen to be in Arrear and unpaid, together with ſuch Coſts and Charges as the ſaid *Bruen Ball*, or the ſaid Truſtees, or any or either of them, or any or either of their Executors, Adminiſtrators or Aſſigns, ſhould ſuſtain or be put unto, for or by reaſon of the Non-Payment of the ſaid Annuity, or any Part thereof, at the Days and Times, and in Manner therein before in that Behalf covenanted and agreed upon, and ſhould pay and diſpoſe of the ſame accordingly.

and on default of Payment to raiſe and pay the Annuity,

Proviſo (on the Death of the Grantee, and Payment of Arrears) to re-transfer what ſhould remain;

Provided, and it was thereby further declared and agreed by all the Parties to the ſame Indenture, that from and after the Deceaſe of the ſaid *Bruen Ball*, and Payment of all Arrears which ſhould be then due of the ſaid Annuity, yearly Rent or Sum of 600*l.* (if any ſuch ſhould then be) together with all Coſts and Expences attending the Execution of the aforeſaid Truſt, then and immediately thereupon, or ſo ſoon after as conveniently might be, they the ſaid *David Aſton* and *Edmund Ellis*, or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhould at the Requeſt, Coſt and Charges of the ſaid *Adam Aſton*, his Executors or Adminiſtrators, re-transfer and make over the ſaid Sum of 12000*l.* *South-Sea* Annuities, or ſo much thereof as ſhould then remain undiſpoſed of, for the Purpoſes aforeſaid, and all Dividends or Intereſt then due upon, or for the ſame or any Part thereof, unto him the ſaid *Adam Aſton*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit.

and the Grantor covenanted with the Grantee to replace in caſe of any Deficiency;

And for the Conſiderations, Ends and Purpoſes aforeſaid, the ſaid *Adam Aſton* did, in and by the ſame Indentures, for himſelf, his Executors, Adminiſtrators and Aſſigns, further covenant, promiſe, grant and agree to, and with the ſaid *Bruen Ball*, his Executors, Adminiſtrators and Aſſigns, that in caſe at any Time then after during the natural Life of the ſaid *Bruen Ball* any Part of the ſaid 12000*l.* *South-Sea* Annuities ſhould be ſold or diſpoſed of, or that the Price or Value of *South-Sea* Annuities, ſhould ſink or fall ſo, and in ſuch ſort as the ſaid 12000*l.* *South-Sea* Annuities ſhould in the Judgment of the ſame Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, be inſufficient for ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 600*l.* to the ſaid *Bruen Ball* for the Term of his natural Life, in Manner aforeſaid, then and in both or either of the ſaid Caſes, he the ſaid *Adam Aſton* his Heirs, Executors or Adminiſtrators, ſhould and would at his and their own Coſts and Charges immediately upon the Requeſt of the ſaid *Bruen Ball* transfer and make over, or procure to be transferred and made over unto the ſaid Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, upon the Truſts, and for the Intents and Purpoſes aforeſaid, ſo much more Annuities in the ſaid *South-Sea* Company, or ſo much capital Stock in the Bank of *England*, *South-Sea* Company, or *Eaſt-India* Company, or ſuch Sum and Sums of principal Money ſecured upon ſome Government, or other good and ſufficient Security or Securities, at Intereſt, as they the ſame Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhould from Time to Time think ſufficient and neceſſary to be added to the ſaid 12000*l.* *South-Sea* Annuities, or ſo much therefore as ſhould remain unſold as aforeſaid, thereby the better to ſecure the Payment of the ſaid Annuity, or yearly Sum of 600*l.* to the ſaid *Bruen Ball* for

his Life, in Manner aforeſaid; in which ſaid recited Indenture it was (among other Things) provided and agreed by and between all the ſaid Parties thereto, that in caſe the ſaid 12000*l.* *South-Sea* Annuities, or any Part thereof, or ſuch other Stock or Stocks, or Sum or Sums of Money, upon Security or Securities, at Intereſt, as were therein before covenanted and agreed to be transferred to the ſaid Truſtees, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, for the Purpoſes, and upon the Truſts and Contingencies aforeſaid, or any of them, or any Part thereof, ſhould at any Time then after during the natural Life of the ſaid *Bruen Ball*, be redeemed or paid off by Authority of Parliament, or otherwiſe ſhould be paid in or come to the Hands of the ſame Truſtees, then and in ſuch Caſe, and ſo often, it ſhould and might be lawful for them, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, from Time to Time during the natural Life of the ſaid *Bruen Ball*, to lend and place out the Monies ſo paid in or come to their Hands, or any Part thereof, with the Conſent and Approbation of the ſaid *Bruen Ball* and *Adam Aſton*, if both then living; and in caſe the ſaid *Adam Aſton* ſhould be then dead, then with the Conſent and Approbation of the ſaid *Bruen Ball*, upon any publick or private Security or Securities, at Intereſt, or to inveſt the ſame, or any Part thereof, in the Purchaſe of Stock in any of the publick Funds or Companies, upon the Truſts, and ſubject to the Proviſoes and Agreements aforeſaid, as by the ſaid recited Indenture, Relation being thereunto had, may (among other Things) more fully and at large appear. And whereas by an Order of the high Court of Chancery made on or about the tenth Day of *March* now laſt paſt, it was ordered, at the Deſire of Mr. Attorney General, on Behalf of the Suitors of the ſaid Court, and by Conſent of the ſaid *Adam Aſton*, that the Declaration of Truſt of the ſaid 12000*l.* *South-Sea* Annuity-Stock, executed by the ſaid *David Aſton* and *Edmund Ellis*, when the ſaid Stock was transferred to them for ſecuring the ſaid 600*l.* *per Annum*, to the ſaid *Bruen Ball*, ſhould be brought before *Robert Holford*, Eſq; one of the Maſters of the ſaid Court; And that the ſaid Maſter *Holford* ſhould ſell the ſaid *Adam Aſton*'s Intereſt in the ſaid 12000*l.* *South-Sea* Annuities to the beſt Purchaſer; And that the Money ariſing by Sale thereof ſhould be inveſted in *South-Sea* Annuities in the Name of the ſaid *Adam Aſton*, who was to declare the ſame to be in Truſt for the Suitors, according to the Orders of the ſame Court made the twenty-ſeventh of *June* and the tenth of *December*. And whereas the ſaid *Robert Holford*, by his Report bearing Date on or about the twelfth Day of *March* now laſt paſt, and made in purſuance of the ſaid recited Order of the tenth of the ſame *March*, did certify, that the ſaid *Bryan Aſton* had bid before him the Sum of 6000*l.* for the ſaid Intereſt of the ſaid *Adam Aſton*, of and in the 12000*l.* *South-Sea* Annuities, and that no other Perſon having bid more before the ſaid Maſter *Holford* for the ſame, he did allow of the ſaid *Bryan Aſton* for the beſt Purchaſer of the ſaid Reverſionary Intereſt of the ſaid *Adam Aſton* in the ſaid 12000*l.* *South-Sea* Annuities; which ſaid Report of the ſaid Maſter *Holford* was, by a ſubſequent Order of the ſaid high Court of Chancery made on or about the twenty-third Day of the ſame Month of *March* now laſt, ratified and confirmed, as by the ſaid recited Orders and Report, Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid *Bryan Aſton*, in purſuance of and Obedience to the ſaid recited Order of the tenth of *March* laſt, hath on the Day of the Date hereof, paid the Sum of 6000*l.* of lawful Money of *Great Britain* unto the ſaid *Adam Aſton*, to be applied and diſpoſed of for the Purpoſes in the ſame Order in that Behalf directed: Now this Indenture witneſſeth, That in purſuance of and Obedience to the ſaid recited Order of the tenth of *March* laſt, and for and in Conſideration of the ſaid Sum of 6000*l.* ſo paid by the ſaid *Bryan Aſton* to the ſaid *Adam Aſton*, for the Purpoſes, in the ſame Order in that Behalf directed, the Receipt and Payment whereof accordingly the ſaid *Adam Aſton* doth hereby acknowledge, and thereof and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Bryan Aſton*, his Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents, he the ſaid *Adam Aſton* hath granted, bargained, ſold, aſſigned, transferred and ſet over; and by theſe Preſents doth grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Bryan Aſton*, his Executors, Adminiſtrators and Aſſigns, the ſaid Sum of 12000*l.* *South-Sea* Annuities, and every Part therof, and all the Dividends, Intereſt and Produce thereof, from henceforth

and in caſe of Redemption by Parliament the Truſtees were (by conſent) to inveſt in Securities, &c.

upon the ſame Truſts, &c.

An Order of Chancery recited for the Sale of the Grantor's Intereſt for the Benefit of Suitors.

A Maſter's Report recited,

allowing the ſecond Party hereto to be the beſt Purchaſer.

The Report confirmed.

Recital that the Purchaſer has paid the Money.

The Conſideration.

The Grantor aſſigns and transfers his Intereſt to the Purchaſer.

henceforth to ariſe or be received (ſubject nevertheleſs to the Payment and ſecuring thereout the ſaid Annuity, yearly Rent or Sum of 600*l.* unto the ſaid *Bryan Aſton* and his Aſſigns, for and during the Term of his natural Life in Manner aforeſaid); And all the Eſtate, Right, Title, Truſt, Property, Equitable and Reverſionary, or other Intereſt, Claim and Demand whatſoever both at Law and in Equity of him the ſaid *Adam Aſton*, of, in, to or out of the ſame 12000*l. South-Sea* Annuities, every or any Part thereof, by Force or Virtue of the ſaid recited Indenture, or the Truſts therein declared, or otherwiſe howſoever, together with that Part of the ſaid recited Indenture which was ordered to be brought before the ſaid Maſter *Holford* as aforeſaid; To have, hold, receive, perceive, take and enjoy the ſaid Sum of 12000*l. South-Sea* Annuities, and every Part thereof; and all the Dividends, Intereſt and Produce from henceforth to ariſe or be received for the ſame, every or any Part thereof, and all and ſingular other the Premiſſes mentioned or intended to be hereby aſſigned, and all the Benefit thereof, unto him the ſaid *Bryan Aſton*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit for ever, as fully and effectually to all Intents and Purpoſes as he the ſaid *Adam Aſton*, his Executors, Adminiſtrators or Aſſigns, might or could have held, received or enjoyed the ſame, if theſe Preſents had not been made (ſubject to the Payment and ſecuring thereout of the ſaid Annuity, yearly Rent or Sum of 600*l.* unto the ſaid *Bruen Ball* and his Aſſigns, during his Life, at ſuch Days and Times, and in ſuch Manner, as in the ſaid recited Indenture are in that Behalf mentioned and agreed upon). And the ſaid *Adam Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Bryan Aſton*, his Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, that he the ſaid *Adam Aſton* hath duly paid and ſatisfied to the ſaid *Bruen Ball* the ſaid Annuity, yearly Rent or Sum of 600*l.* and every Part thereof, for and until the Feaſt-day of the *Nativity* of our Lord *Chriſt* laſt paſt before the Date of theſe Preſents. And alſo that he the ſaid *Adam Aſton* hath not at any Time heretofore ſold, aſſigned or diſpoſed of the ſaid 12000*l. South-Sea* Annuities, and other Premiſſes mentioned or intended to be hereby aſſigned, or any Part thereof, nor done, committed or ſuffered, any Act, Matter or Thing whatſoever, whereby or by means whereof the ſame, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred (except as is herein beforementioned). And further, that the ſaid *Bryan Aſton*, his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times hereafter peaceably and quietly have, hold, receive, take and enjoy the ſaid 12000*l. South-Sea* Annuities, and the Dividends, Intereſt and Produce thereof, and other Premiſſes mentioned or intended to be hereby aſſigned, and every Part thereof (ſubject to the Payment thereout of the ſaid Annuity, yearly Rent or Sum of 600*l.* unto the ſaid *Bruen Ball* and his Aſſigns, in Manner as aforeſaid) without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Adam Aſton*, his Executors or Adminiſtrators, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for him, them or any of them. And moreover, that he the ſaid *Adam Aſton*, his Executors or Adminiſtrators, ſhall and will at any Time or Times hereafter, upon the Requeſt, and at the Coſts and Charges of the ſaid *Bryan Aſton*, his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, any further or other lawful and reaſonable Acts, Deeds or Things, Aſſignments or Aſſurances in the Law whatſoever, for the further and better Aſſigning and Aſſuring of the ſaid 12000*l. South-Sea* Annuities, and the Dividends, Intereſt and Produce thereof, and other the ſaid hereby aſſigned Premiſſes, every or any Part thereof, unto him the ſaid *Bryan Aſton*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit (ſubject to the ſaid Annuity of 600 *l.*) as by the ſaid *Bryan Aſton*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required; And the ſaid *Bryan Aſton* in conſideration of the Premiſſes, doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid *Adam Aſton*, his Heirs, Executors and Adminiſtrators, in Manner following; that is to ſay, that he the ſaid *Bryan Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly perform, fulfil,

The Grantor covenants that he hath paid the Annuity to a certain Day,

and that he hath not incumbered;

and for quiet Enjoyment,

(ſubject to the Annuity)

and to make further Aſſurances,

the Purchaſer covenants to perform Covenants with the Annuitant;

fulfil, accompliſh, pay and keep all and every the Covenants, Articles, Agreements, Proviſoes, Payments, Matters and Things whatſoever, which on the Part or Behalf of the ſaid *Adam Aſton*, his Heirs, Executors or Adminiſtrators, are or ought from henceforth to be done, performed, fulfilled, accompliſhed, paid and kept by Force or Virtue of the ſaid recited Indenture, or any Covenant, Article, Proviſo or Agreement therein contained, and particularly that he the ſaid *Bryan Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will from Time to Time, and at all Times hereafter, during the Continuance of the aforeſaid Annuity, yearly Rent or Sum of 600*l.* well and truly pay or cauſe to be paid unto him the ſaid *Bruen Ball* or his Aſſigns, the ſame Annuity and every Part thereof, as and when the ſame ſhall become due and payable, according to the Purport, true Intent and Meaning of the ſaid recited Indenture; And alſo that he the ſaid *Bryan Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will from Time to Time, and at all Times hereafter, at his and their own proper Coſts and Charges, well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *Adam Aſton*, his Heirs, Executors and Adminiſtrators, and every of them, and his, their and every of their Lands and Tenements, Goods and Chattels, of, from and againſt all and every the ſaid Covenants, Articles, Agreements, Proviſoes, Payments, Matters and Things whatſoever, which on the Part and Behalf of him the ſaid *Adam Aſton*, his Heirs, Executors or Adminiſtrators, are or ought from henceforth to be done, performed, fulfilled, accompliſhed, paid and kept by Force or Virtue of the ſaid recited Indenture, or any Covenant, Article, Proviſo or Agreement therein contained, and of, from and againſt all Actions, Suits, Loſs, Coſts, Charges, Damages and Expences, which ſhall or may be brought, commenced or proſecuted againſt him the ſaid *Adam Aſton*, his Heirs, Executors or Adminiſtrators, or which he, they or any of them, ſhall or may ſuſtain, expend or be put unto for or by reaſon, or on account of the Non-performance of any of the ſame Covenants, Articles, Agreements, Proviſoes, Payments, Matters or Things as aforeſaid. In witneſs, *&c.*

particularly to pay the Annuity,

and to indemnify the Grantor.

An Aſſignment, by one to two, of a Leaſehold Intereſt in a Houſe in London, *and of certain Goods therein. The Aſſignees covenant to pay the Rent, and perform Covenants in the Leaſe. The Leaſe is recited.* N° 5.

THIS Indenture, made the twenty-ſixth Day of *January Anno Domini* 1728, and in the ſecond Year of the Reign of our Sovereign Lord *George* the Second, *&c.* between *Arthur Aſton* Citizen and Grocer of *London*, of the one Part, and *Bruen Brown* Citizen and Leatherſeller of *London*, and *Cyril Coates* Citizen and Wax-Chandler of *London*, of the other Part. Whereas by Indenture bearing Date the twenty-fourth Day of *March* which was in the Year of our Lord 1722, and made or mentioned between *Darby Deal* of the City of *London* Pewterer, of the one Part, and the ſaid *Arthur Aſton* of the other Part, the ſaid *Darby Deal* for the Conſiderations herein mentioned, did Demiſe, Leaſe, and to Farm let unto the ſaid *Arthur Aſton* all that brick Meſſuage or Tenement then and yet in the Occupation of him the ſaid *Arthur Aſton*, commonly called or known by the Name or Sign of the *Elephant* ſituate in *Cheapſide*, in the Pariſh of St. *Mary le Bow London*, containing one Cellar, one Shop over the ſaid Cellar, one Dining-Room and Kitchin over the ſaid Shop, one Buttery adjoining to the ſaid Kitchin, with three little Rooms over it, two Chambers over them in the third Story, two Chambers over them in the uppermoſt Story, two Chambers over them, and a Platform of Lead over the ſaid Houſe, and a Summer-Houſe thereupon with Rails and Baniſters, as the ſame was then divided, together with the Uſe in common with him the ſaid *Darby Deal*, his Executors, Adminiſtrators, Tenants or Aſſigns, of the Vault in the ſaid Cellar, and of the Pipe of Lead reaching from the Top of the Leads into the ſaid Vault, together with all Doors, Locks, Lights, Eaſements, Ways, Paſſages, Commodities and Appurtenances to the ſaid Meſſuage or Tenement thereby demiſed belonging, or in any wiſe appertaining (except out of the ſaid Demiſe unto the ſaid *Darby Deal*, his Executors, Adminiſtrators and Aſſigns, and two Friends with him or them, ſuch Liberty to ſtand and ſee the Lord Mayor's Show yearly during

The Parties.

An Indenture recited,

being a Leaſe of a Houſe to the firſt Party hereto,

with Exception of Liberty to the Leſſor and two Friends to ſee the Lord Mayor's Show.

during the Term thereby granted, as in the ſame Indenture is mentioned); To hold the ſaid Meſſuage or Tenement and Premiſſes, with their Appurtenances (except as before excepted) unto the ſaid *Arthur Aſton*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of the Nativity of our Lord *Chriſt* next before the Date of the ſame Indenture, for the Term of fourteen Years, at and under the Rent of 50 *l.* for the firſt Year of the ſaid Term, and at and under the yearly Rent of 100*l.* for the Reſidue of the ſame Term, payable quarterly in Manner therein mentioned. In and by which ſaid Indenture of Leaſe it was (among other Things) agreed by and between the ſaid Parties thereto, that it ſhould and might be lawful to and for the ſaid *Arthur Aſton*, his Executors, Adminiſtrators or Aſſigns, at any Time or Times during the Term of the ſaid recited Leaſe, or at the Expiration thereof, at his or their Wills and Pleaſures, to take down, remove and carry from off the Premiſſes, to his and their own Uſe and Uſes, the ſeveral Goods, Implements and Things therein and herein aftermentioned, which had been purchaſed or ſet up therein or thereupon, at the proper Coſt and Charges of the ſaid *Arthur Aſton*, *viz.* In the Kitchen a leaden Ciſtern, iron Grates and iron Crane; in the Dining-Room all the Wainſcot and Chimney-Glaſs; in the Room over the Dining-Room a marble Footpace, the Hangings in the Room; in the Shop all the Shelves, Counters, Preſſes, Counting-Houſe, Money-Till, Stall-Boards, and ſmall Boards; without the Shop-Door, two large painted Poſts, and three large Stones between them; in the Room over the Kitchen the Hangings and the marble Hearth, and *Dutch* Tiles in the Chimney. And whereas in and by certain Articles of Agreement indented, bearing Date the twelfth Day of *November* laſt paſt before the Date hereof, and made between the ſame Parties as are Parties to theſe Preſents, it was for the Conſiderations therein mentioned among other Things agreed, and the ſaid *Arthur Aſton* did thereby covenant, that he his Executors or Adminiſtrators, ſhould and would, on or before the Feaſt-Day of the Birth of our Lord *Chriſt* next enſuing the Date thereof, aſſign and transfer unto the ſaid *Bruen Brown* and *Cyril Coates*, their Executors, Adminiſtrators or Aſſigns, the ſaid Meſſuage or Tenement and Shop, with the Appurtenances, for all the then Reſidue of his the ſaid *Arthur Aſton*'s Term and Intereſt therein, (ſubject to the Rent, Covenants and Agreement in the ſaid Indenture of Leaſe reſerved and contained, and which from thenceforth on the Tenants or Leſſees Parts ſhould be paid, done and performed) or otherwiſe ſhould procure ſuch new Leaſe of the ſaid Premiſſes to be granted unto the ſaid *Bruen Brown* and *Cyril Coates*, as in the ſame Articles is mentioned; in conſideration whereof the ſaid *Bruen Brown* and *Cyril Coates* did covenant, at the Election of the ſaid *Arthur Aſton*, to take and accept of ſuch Aſſignment or new Leaſe as aforeſaid, of the ſaid Meſſuage and Premiſſes; and in caſe of an Aſſignment of the ſaid recited Leaſe, then to covenant in ſuch Manner as they do hereinafter covenant; in and by which ſaid Articles it was further agreed, that all the Counters, Preſſes, Counting-Houſe, Tables, Implements and things in or about the ſaid Shop and Warehouſe under the ſame, or which were mentioned in the ſaid recited Leaſe, and which the ſaid *Arthur Aſton*, his Executors or Adminiſtrators, might lawfully take and carry away at the Expiration of the ſame Leaſe (except Houſhold Goods and Stock in Trade) ſhould on or before the ſame Feaſt-Day of the Birth of our Lord *Chriſt* then next enſuing, or within ſix Days then next following, be valued and appraiſed by two indifferent Perſons, to be choſen as therein is mentioned; upon and after which ſaid Appraiſement all the ſaid Counters, Preſſes and other Things, ſo to be valued and appraiſed as aforeſaid, ſhould be delivered, aſſigned and made over by the ſaid *Arthur Aſton* unto them the ſaid *Bruen Brown* and *Cyril Coates*, or the Survivor of them, his Executors or Adminiſtrators; they or the Survivor of them, his Executors or Adminiſtrators, immediately thereupon paying down in ready Monies unto the ſaid *Arthur Aſton*, his Executors or Adminiſtrators, all ſuch Sum and Sums of Money as the ſame Counters, Preſſes and Things ſhould be appraiſed and valued at as aforeſaid; all which ſaid Counters, Preſſes and Things ſo to be appraiſed as aforeſaid, they the ſaid *Bruen Brown* and *Cyril Coates* did covenant and agree to take and accept of at the Price or Prices of ſuch Appraiſement, and to pay for the ſame accordingly in Manner as aforeſaid, as by the ſaid recited Indenture of Leaſe and Articles of Agreement, Relation being thereunto reſpectively had, may among other Things more fully and at large appear. And where-

Liberty to the Tenant, during the Term, to take away Things ſet up by him.

Articles of Agreement between the now Parties recited,

whereby the now Aſſignor covenanted to aſſign to the now Aſſignees his Term, (ſubject to Rent, &c.)

and they covenanted to accept, &c.

and that the Counters, &c. ſhould be appraiſed,

to be aſſigned on Payment of the appraiſed Value,

and the Aſſignees covenanted to accept, &c.

as the ſaid Counters, Preſſes, Goods, Implements and other Things ſo agreed to be valued and appraiſed as aforeſaid, have, together with other Goods and other Things by the ſaid *Arthur Aſton* ſold to the ſaid *Bruen Brown* and *Cyril Coates*, been duly and fairly valued and appraiſed by *Hugh Harris* and *Kenrick Kelly*, two indifferent Perſons choſen, as in the ſaid Articles was mentioned and agreed on, at the Sum or Price of 51 *l.* of lawful Money of *Great Britain* in the Whole, which they the ſaid Parties to theſe Preſents do hereby own and acknowledge. Now this Indenture witneſſeth, That in purſuance of the ſaid recited Article, and for and in conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to the ſaid *Arthur Aſton* in hand paid by the ſaid *Bruen Brown* and *Cyril Coates*, at and before the Enſealing and Delivery of theſe Preſent, the Receipt whereof is hereby acknowledged, he the ſaid *Arthur Aſton* hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, ſell, aſſign and ſet over unto the ſaid *Bruen Brown* and *Cyril Coates*, their Executors, Adminiſtrators and Aſſigns, all the ſaid Meſſuage or Tenement and Premiſſes, in and by the ſaid recited Indenture of Leaſe demiſed and leaſed as aforeſaid, or mentioned or intended ſo to be, with their and every of their Appurtenances (except as in the ſame Indenture is excepted); and alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Arthur Aſton*, of, in, to or out of the ſame Meſſuage or Tenement and Premiſſes, every or any Part thereof by Virtue of the ſaid recited Indenture of Leaſe or otherwiſe howſoever (except as aforeſaid) together with the ſame Indenture; To have and to hold the ſaid Meſſuage or Tenement, and all other the Premiſſes hereinbefore aſſigned, or mentioned or intended ſo to be, with their Appurtenances (except as aforeſaid) unto the ſaid *Bruen Brown* and *Cyril Coates*, their Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of the Birth of our Lord *Chriſt* next enſuing the Date hereof, for and during all the Reſidue which ſhall be then to come and unexpired of the ſaid Term of fourteen Years therein, ſubject nevertheleſs to the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and which from and after the ſaid Feaſt-Day of the Birth of our Lord *Chriſt* next enſuing the Date hereof, on the Tenants and Leſſees parts ſhall be to be paid, done and performed. And the ſaid *Arthur Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators covenant, promiſe and agree, to and with the ſaid *Bruen Brown* and *Cyril Coates*, their Executors, Adminiſtrators and Aſſigns, in Manner following, that is to ſay, That it ſhall and may be lawful to and for them the ſaid *Bruen Brown* and *Cyril Coates*, their Executors, Adminiſtrators and Aſſigns, at all Times from and after the ſaid Feaſt-Day of the Birth of our Lord *Chriſt* next enſuing the Date hereof, during the Continuance of the ſaid Term, peaceably and quietly to enter into, have, hold, poſſeſs and enjoy the ſaid hereby aſſigned Meſſuage or Tenement and Premiſſes, and to receive and take the Rents and Profits thereof, and every Part thereof (except as aforeſaid) to and for his and their own Uſe and Benefit, for all the then Reſidue of the ſaid Term of fourteen Years therein, without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Arthur Aſton*, his Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons claiming or to claim from, by or under, or in Truſt for him, them or any of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Arthur Aſton*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all former and other Bargains, Sales, Aſſignments, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done or ſuffered, or to be had, made, done or ſuffered by the ſaid *Arthur Aſton*, his Executors, Adminiſtrators or Aſſigns, or by any Perſon or Perſons lawfully claiming or to claim from, by or under them, or any of them (the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and which from and after the ſaid Feaſt-Day of the Birth of our Lord *Chriſt* next enſuing the Date hereof, on the Tenants or Leſſees parts ſhall be to be paid, done and performed, only excepted and foreprized). And the ſaid *Bruen Brown* and *Cyril Coates* do hereby for themſelves, and each of them, their and each of their Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid *Arthur Aſton*, his Executors and Adminiſtrators, that the ſaid *Bruen Brown*

Recital of the Appraiſement made.

The Aſſignment of the Term.

The Aſſignor covenants for quiet Enjoyment,

free from Incumbrances,

The Aſſignees covenant to perform Covenants in the Leaſe,

Brown and *Cyril Coates*, or one of them, their or one of their Executors, Adminiſtrators or Aſſigns, ſhall and will at all Times from and after the ſaid Feaſt-Day of the Birth of our Lord *Chriſt* next enſuing the Date hereof, during the Continuance of the ſaid Term of fourteen Years, pay the ſaid yearly Rent of 100 *l.* and perform, fully, and keep all and every the Covenants, Articles and Agreements in the ſaid recited Indenture of Leaſe reſerved and contained, and which from thenceforth on the Parts and Behalfs of the Leſſees or Aſſignees of the Premiſſes ſhould or ought to be performed and kept, according to the true Meaning of the ſaid recited Indenture of Leaſe; And of and from the ſame Rent, Covenants, Articles and Agreements, and all and every Default, Breach or Neglect, of or in the Payment or Performance thereof which ſhall at any Time or Times after the aforeſaid Feaſt-Day happen to be made or done, ſhall and will ſave, defend, keep harmleſs, and indemnified the ſaid *Arthur Aſton*, his Heirs, Executors and Adminiſtrators, and his, their and every of their Lands and Tenements, Goods and Chattels. And this Indenture further witneſſeth, and in further Purſuance of the ſaid recited Articles, and for and in conſideration of the Sum of 51 *l.* of lawful Money of *Great Britain*, to the ſaid *Arthur Aſton* in hand paid by the ſaid *Bruen Brown* and *Cyril Coates*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *Arthur Aſton* doth hereby acknowledge, and thereof and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Bruen Brown* and *Cyril Coates*, and each of them, their and each of their Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents, He the ſaid *Arthur Aſton* hath granted, bargained, ſold, aſſigned and transferred, and by theſe Preſents doth grant, bargain, ſell, aſſign and transfer unto the ſaid *Bruen Brown* and *Cyril Coates*, their Executors, Adminiſtrators and Aſſigns, all and every the ſeveral Counters, Preſſes, Goods, Implements and Things herein before particularly mentioned, and which by virtue of the ſaid recited Indenture of Leaſe, he the ſaid *Arthur Aſton*, his Executors, Adminiſtrators or Aſſigns, may or might, at any Time or Times during the aforeſaid Term, or at the Expiration thereof, at his or their Wills and Pleaſures, lawfully take down, remove and carry from off the Premiſſes to his and their own Uſe and Uſes as aforeſaid; and alſo all and every other the Goods, Implements and Things in the ſaid Inventory or Appraiſement, ſigned by the ſaid *Hugh Harris* and *Kenrick Kelly*, particularly mentioned, and all the Property, Benefit and Advantage thereof; To have, hold, retain, take, poſſeſs and enjoy the ſaid Counters, Preſſes, Goods, Implements and other Things laſt herein before granted and aſſigned, or mentioned or intended ſo to be; and all the Property, Benefit and Advantage thereof, and every Part thereof, unto them the ſaid *Bruen Brown* and *Cyril Coates*, their Executors, Adminiſtrators and Aſſigns, to and for their own Uſe and Benefit, and as their own proper Goods and Chattels, from henceforth abſolutely and for ever. In witneſs, *&c.*

and pay the Rent, *&c.*

The Aſſignment of the Goods.

Aſſignments of Mortgages and other Securities.

N° 1. *A Conveyance and Aſſignment of a Mortgage in Fee as to Part, and for Years as to other Part, with many Recitals, and Variety of Parties; occaſioned by meſne Aſſignments, Deaths, and Repreſentations of the Deceaſed under Wills or otherwiſe.*

THIS Indenture of ſix Parts, made the twelfth Day of *February Anno Domini* 1726, and in the thirteenth Year of the Reign, *&c.* between *Adam Aſh* of *Aſhton* in the County of *Kent*, Yeoman, of the firſt Part, *Benjamin Bray* of *Bruton* in the County of *Cambridge*, Gent. and *Charles Creech* of *Camford* in the County of *Eſſex*, Yeoman (which ſaid *Benjamin Bray* and *Charles Creech*

Creech are Truſtees named and appointed in and by the laſt Will and Teſtament of *Daniel Darby*, late of *Dauly* in the County of *Eſſex*, Gent. deceaſed, in Truſt for *Frances Ewers*, herein after named) of the ſecond Part, *Edward Ewers* of *Dauly* aforeſaid, Eſq; and the ſaid *Frances Ewers* his Wife, Daughter of the ſaid *Daniel Darby* (which ſaid *Edward Ewers* and *Frances* his Wife, are Executors of the ſaid laſt Will and Teſtament of the ſaid *Daniel Darby*) of the third Part, *Gregory Grant* of *London*, Mercer, and *Hannah Grant* his Wife, *Jonas Inge* of *London*, Grocer, and *Kezia Inge* his Wife, and *Lucy Lund* of *Tilſey* in the ſaid County of *Eſſex*, Spinſter (which ſaid *Hannah Grant*, *Kezia Inge*, and *Lucy Lund*, are the Daughters of *Matthew Lund*, late of *Camford* aforeſaid in the ſaid County of *Eſſex*, Gent. deceaſed, and the three acting Executors in his laſt Will and Teſtament named) of the fourth Part, *Nathaniel Nutt* of *Gray's Inn* in the County of *Middleſex*, Gent. eldeſt Son and Heir of Sir *Oliver Nutt*, late of *Gray's Inn* aforeſaid, Knt. deceaſed, of the fifth Part, and *Peter Pollard* of *Gray's Inn* aforeſaid, Eſq; of the ſixth Part. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the eighteenth and nineteenth Days of *September* 1719, the ſaid *Nathaniel Nutt*, for the Conſiderations therein mentioned, did grant and releaſe unto the ſaid *Matthew Lund* and *Adam Aſh*, their Heirs and Aſſigns, all that the Manor of *Querne*, with its Rights, Members, Royalties and Appurtenances in the ſaid County of *Eſſex*; and all that the Manor-Houſe and Scite of the ſaid Manor of *Querne*, with all Barns, Stables, Dove-Houſes, Malt-Houſes, Out-Houſes, Edifices, Buildings, Orchards, Gardens, Yards, Ways, Eaſements, Commons, Common of Paſture, Sheepwalks, Foldcourſe and Liberty of Foldage, and all other Eaſements and Appurtenances whatſoever, to the ſaid Manor-Houſe, or Scite of the ſaid Manor belonging, or in any wiſe appertaining; and alſo all thoſe Cloſes of Paſture Ground in *Querne* aforeſaid, near adjoining to the ſaid Manor-Houſe, ſometime in the Poſſeſſion of *Richard Rand*, Eſq; his Aſſignee or Aſſignees, then or then late in the Poſſeſſion of the ſaid *Nathaniel Nutt*, *Samuel Rand*, Gent. their Under-tenants or Aſſigns; and alſo all that other Meſſuage or Tenement, with the Orchard and other the Appurtenances thereunto belonging in *Querne* aforeſaid, then or then late in the Tenure or Occupation of *John Spencer*, his Under-tenants or Aſſigns; and alſo all that other Meſſuage or Tenement, with the Cloſe and other the Appurtenances thereunto belonging in *Querne* aforeſaid, then or then late in the Tenure or Occupation of *Samuel Slade* his Under-tenants or Aſſigns; and alſo all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Nathaniel Nutt*, ſituate, lying and being within the ſeveral Pariſhes, Fields, Precincts and Bounds of *Querne* aforeſaid, *Careten*, *Grunden*, *Kinton*, *Shafford* and *Hutton*, and in every, any or either of them in the ſaid County of *Eſſex* or elſewhere within the ſaid County, with their and every of their Rights, Members and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and of every Part and Parcel thereof; and all the Eſtate, equitable Right, Title, Intereſt, Power and Benefit of Redemption, Property, Claim and Demand whatſoever of him the ſaid *Nathaniel Nutt*, of, in, to or out of the ſame Manor, Meſſuages, Lands, Hereditaments and Premiſſes, or any Part or Parcel thereof; To hold to and to the Uſe of the ſaid *Matthew Lund* and *Adam Aſh*, their Heirs or Aſſigns for ever; and it was in and by the ſaid recited Indenture of Releaſe declared, that the Name of the ſaid *Adam Aſh*, and the Eſtate to him and his Heirs therein before conveyed, was in Truſt, and for the only Uſe and Benefit of the ſaid *Matthew Lund*, his Executors, Adminiſtrators and Aſſigns, ſubject to the Proviſo or Condition therein and herein aftermentioned. And the ſaid *Nathaniel Nutt*, in and by the ſaid Indenture of Releaſe, for the Conſiderations therein mentioned, did grant, bargain, ſell, aſſign and ſet over unto the ſaid *Matthew Lund*, his Executors, Adminiſtrators and Aſſigns, all thoſe three Meſſuages or Tenements erected and built upon a certain Piece of Ground in the Pariſh of St. *Andrew Underſhaft*, in or on the Backſide of a Court there called *Kirby's Court*, near *Leaden-hall-ſtreet*, containing in Length from Eaſt to Weſt ninety-four Feet of Aſſiſe, little more or leſs, and in Breadth from North to South at the Weſt-End thereof forty-two Feet of Aſſiſe, then or then late in the Tenure or Occupation of *Simon Simpſon*, *Titus Thomſon*, and *William*

Indentures of Leaſe and Releaſe recited, containing firſt a Mortgage in Fee to the Perſon who advanced the Money; and to another in Truſt for him.

General Words,

and containing an Aſſignment of a Leaſehold to the Mortgagee, both to ſecure the ſame Sum.

liam Wade, or ſome or one of them, their or ſome or one of their Under-tenants or Aſſigns; and alſo the ſame Piece of Ground, together with the Uſe in common of the Reſt of Grounds thereunto adjoining, with other the Tenants then or then late of one *John Mole*, with other the Premiſſes and Appurtenances to the ſaid laſt mentioned Meſſuages and Premiſſes belonging; To hold the ſame unto the ſaid *Matthew Lund*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſame Indenture, for the Reſidue of a certain Term of fifty Years therein mentioned, which commenced on or about the Feaſt of the Annunciation of the bleſſed Virgin *Mary* which was in the Year of our Lord 1693, ſubject nevertheleſs to the Proviſo or Condition therein and next herein aftermentioned: In which ſaid Indenture of Releaſe was contained a Proviſo for making void the ſame Indenture on Payment of the Sum of 1600 *l.* principal Money, and Intereſt for the ſame at the Rate of 4 *l.* 10 *s.* *per Cent. per Annum*, by the ſaid *Nathaniel Nutt*, his Heirs, Executors, Adminiſtrators and Aſſigns, unto the ſaid *Matthew Lund*, his Executors, Adminiſtrators or Aſſigns, at a Day therein for that Purpoſe limited and long ſince paſt. And whereas the ſaid *Nathaniel Nutt* did, on or about the twelfth Day of *Auguſt* 1720, pay to the ſaid *Matthew Lund* 50 *l.* in full for Intereſt Money to that Day; and alſo the Sum of 700 *l.* in Part of the ſaid Sum of 1600 *l.* principal Money, as by the Receipt of the ſaid *Matthew Lund* under his Hand for the ſame, and indorſed on the ſaid Indenture of Releaſe may appear. And whereas the ſaid *Matthew Lund*, by Writing under his Hand bearing Date the ſaid twelfth Day of *Auguſt* 1720, and indorſed on the ſaid recited Indenture of Releaſe (reciting that the ſaid principal Sum of 1600 *l.* was that Day reduced to 900 *l.*) did acknowledge that he had received of the ſaid *Daniel Darby* the ſaid Sum of 900 *l.* and did declare and agree, that the ſaid *Daniel Darby*, his Executors, Adminiſtrators and Aſſigns, ſhould have the full Benefit of the ſaid recited Security; and that he the ſaid *Matthew Lund* was a Truſtee for the ſaid *Daniel Darby*, his Executors, Adminiſtrators and Aſſigns, for and concerning the ſame. And whereas by Indenture Tripartite, bearing Date the twenty-fifth Day of *Auguſt* 1721, reciting to the Effect as is herein before recited, and that there was then due to the ſaid *Daniel Darby*, upon the ſaid recited Security, for Principal and Intereſt Money the Sum of 969 *l.* 15 *s.* the ſaid *Nathaniel Nutt*, in conſideration of 130 *l.* 5 *s.* more to him paid by the ſaid *Daniel Darby*, and for other the Conſiderations mentioned, did (by the Direction of the ſaid *Daniel Darby*) releaſe, ratify and confirm unto the ſaid *Matthew Lund* and *Adam Aſh*, their Heirs and Aſſigns, the ſaid Manor, Lands, Hereditaments and Premiſſes in the ſaid County of *Eſſex*, with their Appurtenances; and all his Eſtate, equitable Right, Power and Benefit of Redemption, Intereſt, Title, Claim and Demand whatſoever, of, in, to or out of the ſame Premiſſes every or any Part thereof; To hold to and to the Uſe of the ſaid *Matthew Lund* and *Adam Aſh*, their Heirs and Aſſigns for ever, freed and diſcharged of and from the ſaid Proviſo and Condition in the ſaid firſt recited Indenture contained, and all and every Proviſoes and Agreements whatſoever for Redemption thereof, or of any Part thereof, in Truſt for the ſaid *Daniel Darby*, his Executors, Adminiſtrators and Aſſigns. In which ſaid laſt recited Indenture was contained a Proviſo or Agreement for Redemption of the Premiſſes on Payment of the Sum of 1100 *l.* principal Money and Intereſt for the ſame, at the Rate of 5 *l.* *per Cent. per Annum*, by the ſaid *Nathaniel Nutt*, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Daniel Darby*, his Executors, Adminiſtrators or Aſſigns, at a Day therein for that Purpoſe limited and long ſince paſt; as by the ſaid recited Indentures and Writings, or Indorſements, Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid Sum of 1100 *l.* principal Money, or any Part thereof, was not paid at the Day in the ſaid laſt recited Proviſo for that Purpoſe limited, nor at any Time ſince, but doth yet remain due and payable, whereby the ſaid reſpective Eſtates and Intereſts of the ſaid *Matthew Lund* and *Adam Aſh*, of and in the Premiſſes reſpectively, became abſolute in Law, in Truſt as aforeſaid. And whereas the ſaid *Daniel Darby* (who is ſince dead) did in and by his laſt Will and Teſtament in Writing, bearing Date on or about the fifth Day of *September* 1721 (among other Things) give all his Money at Intereſt, together with all Securities to him or his Truſtees made for Payment of any Sum or Sums to him (except a Bond for 50 *l.* and Intereſt) unto his

Recital, that Part was paid by the Mortgagor,

and the Reſidue by another, for whom the Mortgagee by Writing declared himſelf a Truſtee.

Recital of a further Mortgage to the former Mortgagees in Fee, upon Receipt by the Mortgagor of a further Sum from the laſt *Ceſtuy que Truſt*,

and that the Money is ſtill due.

The Will of the laſt *Ceſtuy que Truſt* recited, deviſing the Securities to a married Daughter, and

his truſty Friends the ſaid *Benjamin Bray* and *Charles Creech*, upon Truſt that they and the Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, ſhould continue the ſame at Intereſt on the ſame Securities, or upon any other Securities, to be approved of by his Son the ſaid *Edward Ewers* and *Frances* his Wife, or the Survivor of them, and the Intereſt from Time to Time to be paid to his ſaid Daughter *Ewers*, whoſe Receipt, notwithſtanding her Coverture, ſhould be a Diſcharge for the ſame. Provided, and his Will was, That it ſhould be in the Power of his ſaid Daughter *Ewers*, to call in the ſame, or any Part thereof, and that the ſame or ſuch Part thereof as ſhe ſhould call in, both Principal and Intereſt Money, ſhould be paid to her accordingly, whoſe Receipt, notwithſtanding her Coverture, ſhould be an ample Diſcharge for the ſame. And the ſaid *Daniel Darby* did by his ſaid Will give the *Reſiduum* of his perſonal Eſtate (after Payment of his Debts, Legacies and Funeral Expences) unto the ſaid *Edward Ewers* and *Frances* his Wife, whom he made Executors of his ſaid Will, as by the ſame Will, ſince duly proved in the Prerogative Court of *Canterbury* by the ſaid Executors, Relation being thereunto had, (among other Things) may more fully appear. And whereas the ſaid *Matthew Lund* is lately dead, having firſt duly made his laſt Will and Teſtament in Writing, and thereof his then Wife *Anne Lund*, the ſaid *Hannah Grant*, *Kezia Inge*, and *Lucy Lund*, Executrixes (which ſaid *Anne Lund* hath hitherto refuſed to act in the ſaid Executorſhip), and the ſaid *Hannah Grant*, *Kezia Inge*, and *Lucy Lund*, have ſince duly proved the ſaid Will of the ſaid *Matthew Lund*, and taken on themſelves the Burthen of the Execution thereof, whereby they are become legally intitled to the Reſidue of the ſaid Term of fifty Years of and in the ſaid Meſſuages and Premiſſes in *London*, in Truſt for the ſaid *Edward Ewers* and *Frances* his Wife, or one of them, but ſubject to Redemption by the ſaid *Nathaniel Nutt*. And whereas by reaſon of the Deceaſe of the ſaid *Matthew Lund*, the legal Eſtate and Intereſt of and in the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes in the ſaid County of *Eſſex*, is wholly come to and veſted in the ſaid *Adam Aſh* by Right of Survivorſhip, but in Truſt as aforeſaid, and ſubject to ſuch Redemption as aforeſaid. And whereas there is now due and owing upon the ſaid recited Security for Principal and Intereſt until the Day of the Date hereof the Sum of 1330*l.* of lawful Money of *Great Britain*. And whereas the ſaid *Frances Ewers*, in purſuance of the Power to her given in and by the Will of the ſaid *Daniel Darby* her late Father, hath called in the ſaid Sum of 1330*l.* due on the ſaid recited Security. Now this Indenture witneſſeth, That for and in conſideration of the ſaid Sum of 1330*l.* of lawful Money of *Great Britain* to the ſaid *Benjamin Bray* and *Charles Creech*, or one of them, in Truſt, and for the ſole and ſeparate Uſe of the ſaid *Frances Ewers* in hand well and truly paid by the ſaid *Peter Pollard* (the proper Debt of the ſaid *Nathaniel Nutt*) at the Deſire and Requeſt, and by the Order and Direction of the ſaid *Edward Ewers* and *Frances* his Wife, and *Nathaniel Nutt* (teſtified by their being Parties to and their Sealing and Delivery of theſe Preſents) in full for all principal Money and Intereſt due and owing upon the ſaid recited Security, the Receipt and Payment of which ſaid Sum of 1330*l.* accordingly, they the ſaid *Benjamin Bray*, *Charles Creech*, *Edward Ewers*, and *Frances* his Wife, do hereby acknowledge, and thereof, and of every Part thereof, do acquit, releaſe and diſcharge the ſaid *Peter Pollard* and *Nathaniel Nutt*, and each of them, their and each of their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and in conſideration of the Sum of 10*s.* of like Money to the ſaid *Adam Aſh*, *Benjamin Bray*, *Charles Creech*, *Edward Ewers* and *Frances* his Wife, and *Nathaniel Nutt*, in hand paid by the ſaid *Peter Pollard*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Adam Aſh*, *Benjamin Bray* and *Charles Creech*, at the Requeſt, and by the Direction and Appoinment, as well of the ſaid *Edward Ewers* and *Frances* his Wife, as of the ſaid *Nathaniel Nutt* (teſtified as aforeſaid); And alſo they the ſaid *Edward Ewers* and *Frances* his Wife, and *Nathaniel Nutt*, have, and each and every of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth, grant, bargain, ſell, releaſe and confirm unto the ſaid *Peter Pollard*, his Heirs and Aſſigns, all and every the ſaid Manor, Meſſuage, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *Eſſex*, with their and every of their Rights,

appointing Executors, (ſome of the Parties hereto).

And of one of the Mortgagees in Truſt appointing Executors (ſome of the Parties hereto) who are Truſtees for the Daughter and Son-in-Law of the other deceaſed, as to the Leaſeholds.

and that the legal Intereſt of the Mortgage in Fee is in the ſurviving Mortgagee (in Truſt, *&c.*)

Recites what is now due, and that the ſaid Daughter has called in the Money.

The Conveyance of the Lands mortgaged in Fee to a new Mortgagee in Fee, upon Payment of the Money to the Executors of the *Ceſtuy que Truſt*, by Direction of the Daughter and her Huſband and of the Mortgagor.

Rights, Privileges, Members and Appurtenances (all which ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned, or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Peter Pollard*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Adam Aſh* and *Nathaniel Nutt*, for the Term of one whole Year, in conſideration of 5*s.* to them paid by the ſaid *Peter Pollard*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by force of the Statute for transferring Uſes into Poſſeſſion made and provided); And the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Adam Aſh*, *Benjamin Bray*, *Charles Creech*, *Edward Ewers*, and *Frances* his Wife, and *Nathaniel Nutt*, and of each and every or any of them, of, in, to or out of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes mentioned, or intended to be hereby granted and releaſed, with their and every of their Appurtenances unto the ſaid *Peter Pollard*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Peter Pollard*, and his Heirs and Aſſigns for ever, ſubject to ſuch Equity of Redemption as is mentioned and agreed upon in one Indenture Tripartite of Releaſe of the ſame Premiſſes, bearing even Date herewith, and made or mentioned to be made between *Bryan Bing* of *London*, Goldſmith, and *Charles Bing* of *London*, Merchant, of the firſt Part, the ſaid *Nathaniel Nutt*, of the ſecond Part, and the ſaid *Peter Pollard*, of the third Part. And the ſaid *Adam Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Peter Pollard*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Adam Aſh* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof the ſaid Premiſſes mentioned, or intended to be hereby granted and releaſed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred, in Title, Charge, Eſtate, or otherwiſe howſoever. And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, and for and in conſideration of the Sum of 10*s.* of like Money, to the ſaid *Gregory Grant* and *Hannah* his Wife, *Jonas Inge*, and *Kezia* his Wife, and *Lucy Lund*, in hand paid by the ſaid *Peter Pollard*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Gregory Grant*, and *Hannah* his Wife, *Jonas Inge*, and *Kezia* his Wife, and *Lucy Lund*, *Benjamin Bray*, and *Charles Creech*, at the Requeſt, and by the Direction and Appointment as well of the ſaid *Edward Ewers*, and *Frances* his Wife, as of the ſaid *Nathaniel Nutt* (teſtified as aforeſaid); and alſo the ſaid *Edward Ewers*, and *Frances* his Wife, have, and each and every of them hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, and each of them doth bargain, ſell, aſſign and ſet over, and the ſaid *Nathaniel Nutt* hath granted, ratified and confirmed, and by theſe Preſents doth grant, ratify and confirm unto the ſaid *Peter Pollard*, his Executors, Adminiſtrators and Aſſigns, the ſaid Meſſuages or Tenements, Ground and Premiſſes in the ſaid Pariſh of St. *Andrew Underſhaft*, *London*, with their and every of their Appurtenances, and all the Eſtate, Right, Title, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid *Gregory Grant*, and *Hannah* his Wife, *Jonas Inge*, and *Kezia* his Wife, *Lucy Lund*, *Benjamin Bray*, *Charles Creech*, *Edward Ewers*, and *Frances* his Wife, and *Nathaniel Nutt*, and of each and every or any of them, of, in, to or out of the ſame Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages or Tenements, Ground and Premiſſes mentioned, or intended to be hereby aſſigned, ratified and confirmed as aforeſaid, with their Appurtenances, unto the ſaid *Peter Pollard*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of fifty Years therein, ſubject to ſuch Equity of Redemption as is herein beforementioned, or referred to, of and concerning the

General Words.

Habendum.

The Mortgagee in Truſt covenants that he has not incumbered, &c.

Aſſignment of the Leaſehold to the new Mortgagee by the Executors of the deceaſed Truſtee, and of the *Ceſtuy que Truſt* (by Direction of his Daughter the Legatee and her Huſband, and of the Mortgagor) and alſo by her and her Huſband; with the Confirmation of the Mortgagor.

ſaid Manors, Lands, Hereditaments and Premiſſes in the ſaid County of *Eſſex*. And the ſaid *Gregory Grant* doth hereby for himſelf and the ſaid *Hannah* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Peter Pollard*, his Executors, Adminiſtrators and Aſſigns, that they the ſaid *Gregory Grant* and *Hannah* his Wife, or either of them, have not, nor hath at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof the Premiſſes mentioned, or intended to be hereby aſſigned, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Jonas Inge* doth hereby for himſelf, and the ſaid *Kezia* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Peter Pollard*, his Executors, Adminiſtrators and Aſſigns, that they the ſaid *Jonas Inge*, and *Kezia* his Wife, or either of them, have not, nor hath at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof, the Premiſſes mentioned or intended to be hereby aſſigned, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Lucy Lund* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Peter Pollard*, his Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *Lucy Lund* hath not at any Time heretofore, done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof, the Premiſſes mentioned or intended to be hereby aſſigned, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Edward Ewers* doth hereby for himſelf, and the ſaid *Frances* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Peter Pollard*, his Executors, Adminiſtrators and Aſſigns reſpectively, that they the ſaid *Edward Ewers*, and *Frances* his Wife, and *Daniel Derby*, deceaſed, or any of them, have not, nor hath at any Time heretofore done, committed, or wittingly or willingly ſuffered, any Act, Matter or Thing whatſoever, whereby, or by means whereof, the Premiſſes mentioned or intended to be hereby granted, releaſed and aſſigned reſpectively as aforeſaid, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. In witneſs, *&c.*

An Huſband of one of the Executrixes of the Truſtee covenants for himſelf and his Wife againſt Incumbrances.

The like by the Huſband of another of them.

The like by the other Executrix for herſelf.

The like by the Huſband of the Daughter and Legatee for himſelf, his Wife, and their Teſtator.

An Aſſignment of a Mortgage-Term (which is recited) to Truſtees for the Purchaſor, to attend the Inheritance. The Executors of the Aſſignee of the Mortgage, and the Widow and Daughter and Heir of the Mortgagor join in this Deed. A Covenant concerning the Cuſtody and producing of Writings. N° 2.

THIS Indenture Quadripartite, made the twelfth Day of *March Anno Domini* 1725, and in the eleventh Year of the Reign, *&c.* between *Abraham Acton* of, *&c.* Gent. *Bolton Bourne* of, *&c.* Gent. and *Charles Carrol* of, *&c.* Yeoman, Joint Executors of the laſt Will and Teſtament of *Daniel Deane* late of, *&c.* Yeoman, deceaſed, of the firſt Part, *Elizabeth Eades* Widow, formerly the Wife, and afterwards the Widow and Relict of *Francis Fane* late of, *&c.* Gent. her firſt Huſband, deceaſed, and *George Gore* of, *&c.* Draper, and *Hannah* his Wife, ſole Daughter and Heir of the ſaid *Francis Fane*, and late Wife of *Jacob Jenks* late of, *&c.* Gent deceaſed, and Deviſee, and reſiduary Legatee in his laſt Will and Teſtament named, of his real and perſonal Eſtate, of the ſecond Part, *Lawrence Love* of, *&c.* Eſq; of the third Part, and *Michael Maud* of, *&c.* Eſq; and *Nicholas Nutt* of *London*, Eſq; of the fourth Part. Whereas by Indenture bearing Date the firſt Day of *May* 1684, and made, or mentioned to be made between the ſaid *Francis Fane* of the one Part, and *Owen Oram* the Younger of, *&c.* Gent. of the other Part, the ſaid *Francis Fane*, for the Conſiderations therein mentioned,

A Mortgage-Term recited,

tioned, did demiſe and grant unto the ſaid *Owen Oram*, all thoſe two Cloſes of arable or paſture Land called *Pyfield Cloſes*, lying together in the Pariſh of *Quon*, containing by Eſtimation fourteen Acres and one Pole, more or leſs, adjoining upon the Highway leading from *Ranton* towards *Twinton*, and all thoſe eleven Pieces of arable Land, containing together by Eſtimation twelve Acres, two Roods, and ſeventeen Poles, more or leſs, lying diſperſed in a common Field called *Swinton Rye* in the Pariſh of *Quon* aforeſaid, and in the Pariſh of *Titton* in the ſaid County of *Warwick*, or one of them; and alſo all thoſe ſeven Pieces and Parcels of arable Land, containing by Eſtimation nine Acres and twenty-ſeven Poles, more or leſs, lying diſperſed in a common Field called *Axton Plain* in the ſaid Pariſhes of *Quon* and *Titton*, or one of them; all which ſaid Cloſes, Pieces and Parcels of Land the ſaid *Francis Fane* purchaſed to him and his Heirs of *Bryan Fane* and *Catharine Fane*; and alſo all that Piece and Parcel of Land, containing by Eſtimation one Acre, more or leſs, lying and being in the ſaid common Field, called *Swinton Rye*, which the ſaid *Francis Fane* purchaſed to him and his Heirs of *Daniel Dixon*, Gent. and alſo all that Piece and Parcel of Land, containing by Eſtimation one Acre, more or leſs, lying and being in the ſaid common Field laſt mentioned, which the ſaid *Francis Fane* purchaſed to him and his Heirs of *Eben Elton*, Gent. and *Frances* his Wife, or howſoever otherwiſe the ſaid Cloſes and Parcels are lying or being, butted or bounded, called or known, then or then late in the Tenure and Occupation of the ſaid *Francis Fane*, and of one *George Green*, their or one of their Aſſigns, with all Ways, Paſſages, Commons, common of Paſture, Profits, Commodities, Hereditaments and Appurtenances thereunto belonging, and the Reverſion and Reverſions, Remainder and Remainders thereof; To hold unto the ſaid *Owen Oram*, his Executors, Adminiſtrators and Aſſigns, from the Day of the Date thereof, for the Term of five hundred Years, under a Proviſo to be void on Payment of 300*l.* principal Money, and Intereſt for the ſame, at the Rate of 5*l. per Cent. per Annum*, by the ſaid *Francis Fane*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Owen Oram*, his Executors, Adminiſtrators or Aſſigns, at a Day therein for that Purpoſe limited, and long ſince paſt, in diſcharge of the Condition of a Surrender (bearing even Date with the ſame Indenture) made by the ſaid *Francis Fane* of a Cloſe of Copyhold Land called *Horton's Green*, containing twelve Acres, more or leſs, held of the Manor of *Inquin* in the ſaid County of *Warwick*, made for ſecuring the ſame 300*l.* and Intereſt, as by the ſaid recited Indenture, Relation being thereunto had, may more fully and at large appear. And whereas the ſaid Sum of 300*l.* principal Money, or any Part thereof, was not paid at the Day in the ſaid recited Proviſo for that Purpoſe limited, whereby the Eſtate and Intereſt of the ſaid *Owen Oram* of and in the Premiſſes became abſolute in Law. And whereas the ſaid Term of five hundred Years of and in the ſaid Lands, Hereditaments and Premiſſes, in and by the ſaid recited Indenture demiſed as aforeſaid, did afterwards by divers good and ſufficient meſne Aſſignments and Conveyances in the Law or otherwiſe, legally come to and veſt in the ſaid *Daniel Deane*, his Executors, Adminiſtrators and Aſſigns, for ſecuring to him and them the Payment of the Sum of 500*l.* principal Money, and Intereſt for the ſame, at the Rate of 5*l. per Cent. per Annum*, on the twenty-third Day of *April* 1718, as by one Indenture bearing Date the twenty-ſecond Day of *May* 1717, and made or mentioned to be made between the ſaid *Abraham Acton* and *Jacob Jenks* of the one Part, and the ſaid *Daniel Deane* of the other Part, and the ſeveral Deeds and Writings therein recited or referred to, Relation being thereunto reſpectively had, may appear. And whereas the ſaid *Jacob Jenks* and *Hannah* his Wife, did on or about the ſaid twenty-ſecond Day of *May* 1717, ſurrender the ſaid Copyhold Lands called *Horton's Green*, and a Parcel of Copyhold Land called *Kent's Coppice*, containing about three Acres with their Appurtenances; To the Uſe of the ſaid *Daniel Deane* and his Heirs, ſubject to a Proviſo and Condition for making void the ſame, on Payment to him, his Executors, Adminiſtrators or Aſſigns of the ſaid 500*l.* and Intereſt, on the ſaid twenty-third of *April* 1718, but the ſaid *Daniel Deane* was never admitted to the ſaid Copyhold Premiſſes. And whereas the ſaid Sum of 500*l.* principal Money, or any Part thereof, was not paid at the aforeſaid Day and Time for that Purpoſe limited, nor at any Time ſince, but doth yet remain due and payable, whereby the ſaid Term and Eſtate of him the ſaid *Daniel Deane* of

and that the Money is ſtill due,

and that the Term was veſted in the Teſtator of the three firſt Parties, to ſecure a Sum, &c.

Surrender of Copyhold by way of Mortgage for the ſame Sum recited,

and that the laſt Money is due,

and

and in the ſaid demiſed Premiſſes became abſolute in Law. And whereas the ſaid *Daniel Deane* is lately deceaſed, having firſt duly made and publiſhed his laſt Will and Teſtament in Writing, and thereof conſtituted and appointed them the ſaid *Abraham Acton*, *Bolton Bourne*, and *Charles Carrol*, Joint Executors, who have ſince duly proved the ſame in the Prerogative Court of *Canterbury*, and taken on them the Burden of the Execution thereof. And whereas there is now due and owing to them the ſaid *Abraham Acton*, *Bolton Bourne*, and *Charles Carrol*, as Executors of the ſaid *Daniel Deane* for Principal and Intereſt, upon the ſaid recited Mortgage, and Security of the ſaid Freehold and Copyhold Premiſſes, the Sum of 500*l.* and no more. And whereas the ſaid *Lawrence Love* hath contracted and agreed with the ſaid *Elizabeth Eades*, *George Gore*, and *Hannah* his Wife, for the abſolute Purchaſe of all the ſaid mortgaged Lands and Premiſſes (except the ſaid two Cloſes called *Pyfield Cloſes*) together with other Freehold and Copyhold Lands and Hereditaments, for the Sum or Price of 2200*l.* of lawful Money of *Great Britain*, in Conſideration whereof the ſaid Freehold Lands, Hereditaments and Premiſſes ſo contracted for as aforeſaid, are by Indenture of Releaſe, bearing even Date herewith, (and made or mentioned to be made between the ſaid *Elizabeth Eades*, *George Gore*, and *Hannah* his Wife, of the one Part, and the ſaid *Lawrence Love* of the other Part) granted and conveyed, or mentioned to be granted and conveyed unto, and to the Uſe of him the ſaid *Lawrence Love*, his Heirs and Aſſigns. And by the ſame Indenture the ſaid Copyhold Lands and Hereditaments ſo contracted for as aforeſaid, are covenanted to be forthwith ſurrendered to the Uſe of him the ſaid *Lawrence Love* and his Heirs. Now this Indenture witneſſeth, That for and in conſideration of the Sum of 500*l.* of lawful Money of *Great Britain* to the ſaid *Abraham Acton*, *Bolton Bourne*, and *Charles Carrol*, in hand paid by the ſaid *Lawrence Love*, at or before the Enſealing and Delivery of theſe Preſents, by the Order and Direction of the ſaid *Elizabeth Eades*, *George Gore*, and *Hannah* his Wife, teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents, in full for all principal Money and Intereſt now due and owing upon the ſaid Mortgage, and Surrender made to the ſaid *Daniel Deane* as aforeſaid, the Receipt whereof they the ſaid *Abraham Acton*, *Bolton Bourne*, and *Charles Carrol*, do hereby acknowledge, and thereof, and of every Part thereof, do acquit, releaſe and diſcharge the ſaid *Lawrence Love*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents (which ſaid Sum of 500*l.* is Part of, and included and comprized in the ſaid Sum of 2200*l.* mentioned to be the Conſideration-money of the ſaid Indenture of Releaſe, bearing even Date herewith as aforeſaid). And in Conſideration of the Sum of 5*s.* of like Money to the ſaid *Abraham Acton*, *Bolton Bourne*, and *Charles Carrol* in hand paid by the ſaid *Michael Maud* and *Nicholas Nutt*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Abraham Acton*, *Bolton Bourne*, and *Charles Carrol*, at the Requeſt and by the Direction and Appointment of the ſaid *Elizabeth Eades*, *George Gore*, and *Hannah* his Wife teſtified as aforeſaid, have, and each and every of them hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, and each and every of them doth, as well at the Nomination and Appointment of the ſaid *Lawrence Love*, as of them the ſaid *Elizabeth Eades*, *George Gore*, and *Hannah* his Wife, bargain, ſell, aſſign and ſet over unto the ſaid *Michael Maud* and *Nicholas Nutt*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Lands and Hereditaments, and all other Premiſſes in and by the ſaid firſt recited Indenture demiſed and granted, or mentioned or intended ſo to be, with their and every of their Appurtenances; and all the Eſtate, Right, Title, Truſt, Intereſt, Term of Years yet to come and unexpired, Property, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid *Abraham Acton*, *Bolton Bourne*, and *Charles Carrol*, and of every or any of them, of, in, to or out of the ſame Premiſſes, or any of them, or any Part thereof, by Force or Virtue of the ſaid Indenture of Demiſe, or the meſne Aſſignments thereof, or the ſaid Will or Executorſhip, or any of them, or otherwiſe howſoever, together with the ſame Indenture and meſne Aſſignments; To have and to hold the ſaid Lands, Hereditaments and Premiſſes mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Michael Maud* and *Nicholas Nutt*, their Executors, Adminiſtrators and Aſſigns,

and that the Teſtator made his Executors,

to whom there is due a Sum certain.

The Agreement for the Purchaſe recited,

and that by Leaſe and Releaſe (the laſt of even Date herewith) the Lands are conveyed, and the Copyhold agreed to be ſurrendered.

The Conſideration of this Deed,

(being Part of the Money for the abſolute Purchaſe.)

The Aſſignment to Truſtees for the Purchaſer, by the Executors of the Mortgagee, by Appointment of the Purchaſer and of the Vendors.

Habendum.

Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired, of the ſaid Term of five hundred Years therein, upon the Truſts herein aftermentioned, expreſſed and declared, of and concerning the ſame reſpectively; that is to ſay, as to, for and concerning the ſaid two Cloſes called *Pyfield's Cloſes*, containing fourteen Acres and one Pole, more or leſs, as aforeſaid, with their Appurtenances, in Truſt for the ſaid *George Gore*, and *Hannah* his Wife, and the Heirs and Aſſigns of him the ſaid *George Gore*, and to attend, wait upon, and go along with the Reverſion, Freehold, and Inheritance of the ſame Premiſſes, now ſettled upon or veſted in them the ſaid *George Gore*, and *Hannah* his Wife, and the Heirs of him the ſaid *George Gore*, to the end to protect and preſerve the ſame Premiſſes from all meſne Charges and Incumbrances, if any ſuch there be; and as to, for and concerning all the Reſt and Reſidue of the ſaid Lands, Hereditaments and Premiſſes hereby or mentioned to be hereby aſſigned as aforeſaid, with their Appurtenances, in Truſt for the ſaid *Lawrence Love*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall for that Purpoſe direct or appoint, and in the mean Time to attend, wait upon, and go along with the Reverſion, Freehold, and Inheritance of the ſame Premiſſes, conveyed or intended to be conveyed (together with the ſaid other purchaſed Lands and Hereditaments) unto, and to the Uſe of him and them as aforeſaid; To the end to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be. And each of them the ſaid *Abraham Acton*, *Bolton Bourne*, and *Charles Carrol*, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Michael Maud* and *Nicholas Nutt*, their Executors, Adminiſtrators and Aſſigns, that he hath not any Time heretofore done, committed, or wittingly or willingly ſuffered any act, Matter or Thing whatſoever, whereby or by means whereof the ſaid Freehold or Copyhold Premiſſes ſo mortgaged to the ſaid *Daniel Deane* as aforeſaid, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate or otherwiſe howſoever. And whereas it hath been agreed by and between the ſaid *George Gore*, and *Hannah* his Wife, and *Lawrence Love*, that all and every the Deeds and Writings (in the Schedule hereunto annexed mentioned) which concern and relate to the Title not only of the ſaid hereby aſſigned Lands, Hereditaments and Premiſſes, purchaſed by the ſaid *Lawrence Love* as aforeſaid, but alſo of the ſaid *Pyfield Cloſes*, ſhould be delivered to and remain in the Hands and Cuſtody of the ſaid *Lawrence Love*, his Heirs and Aſſigns, but to be by him and them produced in Manner herein aftermentioned. Now this Indenture further witneſſeth, That in purſuance of the ſaid recited Agreement, he the ſaid *Lawrence Love* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree to and with the ſaid *George Gore*, and *Hannah* his Wife, and the Heirs and Aſſigns of the ſaid *George Gore*, that he the ſaid *Lawrence Love*, his Heirs or Aſſigns, ſhall and will at any Time or Times hereafter, upon the Requeſt, and at the Coſts and Charges of the ſaid *George Gore*, and *Hannah* his Wife, or the Heirs or Aſſigns of the ſaid *George Gore* (unleſs hindered or prevented by Fire or other inevitable Accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth, at any Trial or Hearing in any Court of Law or Equity, or to any Counſel or Counſels or otherwiſe, as Occaſion ſhall be or require, all and every or any of the ſaid Deeds and Writings in the ſaid Schedule hereunto annexed mentioned, for the evidencing, maintaining and proving the Title of them the ſaid *George Gore* and *Hannah* his Wife, his Heirs and Aſſigns, in and to the ſaid two Fields called *Pyfield's Cloſes*, as aforeſaid, with their Appurtenances. In witneſs, *&c.*

in Truſt as to Part for Huſband and Wife, and Heirs of the Huſband, to attend the Inheritance,

in Truſt as to the Reſidue in Truſt for the Huſband's Heirs, *&c.*

The Executors covenant with the Truſtees that they have not incumbered, *&c.*

An Agreement recited relating to the keeping and producing Deeds in a Schedule, whichconcern theſeandother Lands, *&c.*

The covenant to produce them.

N° 3. *An Aſſignment of a Term (in Mortgage) which was created to raiſe Portions, and a Conveyance of a Mortgage in Fee, to raiſe Portions for three Siſters of the now Huſband, and then to attend the Uſes of his Marriage Settlement, as in the Margin.*

THIS Indenture of ſeven Parts, made the ſixteenth Day of *December Anno Domini* 1731, and in the fifth Year of the Reign, *&c.* between *Adam Atkins* of, *&c.* Brewer, of the firſt Part, *Brian Bowles* of, *&c.* Eſq; Nephew and Heir

of

of *Charles Bowles*, late of, *&c.* Gent, deceaſed, who ſurvived *Daniel Dent*, late of, *&c.* Gent. alſo deceaſed (which ſaid *Daniel Dent* and *Charles Bowles* were Truſtees for the ſaid *Adam Atkins* as to the Mortgage of the Inheritance of the Meſſuage, Lands and Hereditaments herein after releaſed or mentioned ſo to be) of the ſecond Part, Dame *Elizabeth Evans* of, *&c.* Widow and Relict of Sir *Francis Evans* of, *&c.* Knt. deceaſed, and Executrix of his laſt Will and Teſtament (which ſaid Sir *Francis Evans*, *George Evans*, late of, *&c.* Eſq; *Henry Hughes*, late of, *&c.* Eſq; and *John Jeffs*, late of, *&c.* Gent. are all deceaſed, and which ſaid Sir *Francis Evans*, *George Evans*, *Henry Hughes*, and *John Jeffs*, were Truſtees of the Term of ninety-nine Years herein aftermentioned) *Katharine Kent*, *Luna Kent* and *Martha Kent*, all of, *&c.* Spinſters, Siſters of *Nathaniel Kent* next herein after named of the third Part, *Nathaniel Kent* of, *&c.* Eſq; (eldeſt and only ſurviving Son and Heir of *Oliver Kent*, late of, *&c.* Eſq; by *Prudence* his late Wife, both decaſed) and *Ruth* his Wife, late *Ruth Smart*, of the fourth Part, *Thomas Tims* of, *&c.* Eſq; *Valentine Vinor* of, *&c.* Eſq; *William Watts* of, *&c.* Eſq; *Xerxes Young* of, *&c.* Eſq; *Abel Adams* of, *&c.* Gent. and *Benjamin Bolt* of, *&c.* Eſq; (Truſtees for and on behalf of the ſaid *Nathaniel Kent* and *Ruth* his Wife in the Settlement herein aftermentioned, made previous to their Intermarriage) of the fifth Part, *Charles Cotton* of, *&c.* Eſq; of the ſixth Part, and *David Dering* of, *&c.* Eſq; of the ſeventh Part. Whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the eighth and ninth Days of *June* 1694, and made or mentioned to be made between the ſaid *Oliver Kent* of the one Part, and the ſaid Sir *Francis Evans*, *George Evans*, *Henry Hughes* and *John Jeffs*, of the other Part, all that the Part then of him the ſaid *Oliver Kent*, of and in the Manor of *Exton* in the County of *Flint*; and all that Meſſuage or Tenement ſituate, lying and being in *Gurton* in the ſaid County, *&c.* together alſo with all and ſingular the Meſſuages, Cottages, Lands, Tenements and Hereditaments whatſoever, then of him the ſaid *Oliver Kent*, lying and being in the ſeveral Pariſhes of *Exton* aforeſaid, in the ſaid County of *Flint*, in whoſe Tenure, Occupation or Poſſeſſion ſoever, the ſame, or any Part thereof then were (except as therein is mentioned to be excepted); and alſo all that the Part then of him the ſaid *Oliver Kent* of and in the Advowſon, free Donation or Liberty of Preſentation to the Church of the aforeſaid Pariſh of *Exton*, with all the Rights, Members and Appurtenances thereof, together alſo with all and ſingular the ſeveral and reſpective Barns, Stables, Out-Houſes, Buildings, Edifices, Gardens, Orchards, Lands, Meadows, Leaſows, Paſtures, Feedings, Woods, Ways, Waters, Water-Courſes, Commons, Waſtes, Eaſements, Courts, Liberties, Privileges, Franchiſes, Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatſoever, to his ſaid Part of the aforeſaid Manor, and to the ſaid Meſſuages, Cottages, Lands, Tenements and Hereditaments belonging, or in any wiſe appertaining, or thentofore commonly uſed, occupied, held or enjoyed to or with the ſame reſpectively, or uſually accepted, deemed, taken or known, as Part, Parcel or Member thereof, with their reſpective Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, and thereof were (*inter alia*) for the Conſiderations therein mentioned, conveyed aſſured and limited unto the ſaid Sir *Francis Evans*, *George Evans*, *Henry Hughes* and *John Jeffs*, and their Heirs; To the Uſe of the ſaid *Oliver Kent* and his Aſſigns during his Life; and from and after his Deceaſe, to the Uſe of the ſaid Sir *Francis Evans*, *George Evans*, *Henry Hughes* and *John Jeffs*, their Executors, Adminiſtrators and Aſſigns, for the Term of ninety-nine Years, with Remainder to the Uſe of the ſaid *Nathaniel Kent*, and the Heirs Male of his Body, with divers Remainders over, which Term of ninety-nine Years was thereby declared to be in Truſt for raiſing and paying ſuch yearly Maintenance for the Children of the ſaid *Oliver Kent* as are therein mentioned; And alſo upon Truſt, that by leaſing of the ſaid Meſſuages or Tenements, Lands and Hereditaments comprized in the ſame Term, or any Part or Parts thereof, they the ſaid Truſtees and the Survivor of them, ſhould raiſe for the Portions of *Henry Kent*, *Jane Kent*, and the ſaid *Katharine Kent*, *Luna Kent*, and *Martha Kent* (the younger Children of the ſaid *Oliver Kent*) the ſeveral Sums of 600 *l.* a-piece, to be paid them at the Times and in Manner therein mentioned. And whereas by Indenture bearing Date on or about the ſixteenth Day of *September* 1712, and made or mentioned to be made between

A Settlement by Leaſe and Releaſe recited of a Manor Lands,

and Part of an Advowſon,

to Truſtees to the Uſe of the Grantor for Life,

Remainder to the Truſtees for ninety-nine Years,

Remainder to the eldeſt Son a Party hereto in Tail Male,

the Uſe of the Term to raiſe Maintenance for younger Children of the Grantor, and Portions.

the ſaid Sir *Francis Evans* of the firſt Part, the ſaid *Adam Atkins* of the ſecond Part, and the ſaid *Nathaniel Kent* of the third Part, reciting partly to the Effect as is herein before recited; and alſo reciting that the ſaid *Nathaniel Kent* was deſirous to raiſe 1200*l.* for Payment of ſome of the ſaid Portions (which were then come due) by and out of the ſaid Meſſuage, Lands and Hereditaments therein and next herein aftermentioned, being Part of the Truſt Eſtate comprized in the ſaid Term, it was thereby witneſſed, That in conſideration of the Sum of 1200*l.* therein mentioned to be paid by the ſaid *Adam Atkins* to the ſaid Sir *Francis Evans*, for the Purpoſes aforeſaid, by the Direction of the ſaid *Nathaniel Kent*, he the ſaid Sir *Francis Evans* did by the like Direction demiſe, bargain, ſell, aſſign and ſet over, and the ſaid *Nathaniel Kent* did grant, ratify and confirm unto the ſaid *Adam Atkins*, his Executors, Adminiſtrators and Aſſigns, all that Meſſuage and Tenement, with the Appurtenances, ſituate, lying and being in *Exton* in the County of *Flint*, then late in the Holding of *Henry Kent* or his Aſſigns, and afterwards in the Holding or Occupation of *Kenelm Kent*, his Aſſigns or Under-tenants, and all Houſes, Barns, Buildings, Yards, Gardens, Orchards, Lands, Meadows, Leaſows, Woods, Underwoods and Paſture-Grounds, and other Hereditaments to the ſaid Meſſuage and Tenement, or to either of them belonging, or therewith uſed and enjoyed, containing in the Whole, *&c.* And all Houſes, Buildings, Yards, Gardens, Lands, Meadows, Leaſows, Paſtures, Ways, Waters, Water-courſes, Commons, Common of Paſture, Turbaries, Profits, Emoluments, Hereditaments and Appurtenances whatſoever to the ſame Meſſuages, Mill, Lands, Hereditaments and Premiſſes belonging, or in any wiſe appertaining, with their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders thereof; To hold unto the ſaid *Adam Atkins*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Date thereof, for the Term of eighty-four Years, under a Proviſo therein contained, for making void the ſame Term on Payment by the ſaid Sir *Francis Evans*, his Executors or Adminiſtrators, or by the ſaid *Nathaniel Kent*, his Heirs or Aſſigns, unto the ſaid *Adam Atkins*, his Executors, Adminiſtrators or Aſſigns, of the Sum of 1200*l.* and Intereſt for the ſame, after the Rate of 5*l.* *per Cent. per Annum*, at certain Days therein for that Purpoſe mentioned, and long ſince paſt. And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the ſeventh and eighth Days of *May* 1713, the Releaſe being Tripartite, and made or mentioned to be made between the ſaid *Nathaniel Kent*, of the firſt Part, the ſaid *Daniel Dent* and *Charles Bowles*, of the ſecond Part, and the ſaid *Adam Atkins*, of the third Part, he the ſame *Nathaniel Kent*, for the Conſiderations aforeſaid, did grant and convey unto the ſaid *Daniel Dent* and *Charles Bowles*, their Heirs and Aſſigns, all the ſaid Meſſuages or Tenements, Mill, Lands, Hereditaments and Premiſſes above recited, and mentioned to be demiſed to the ſaid *Adam Atkins*, his Executors, Adminiſtrators and Aſſigns as aforeſaid, with their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders thereof; To hold unto, and to the Uſe of the ſaid *Daniel Dent* and *Charles Bowles*, their Heirs and Aſſigns, in Truſt for the better ſecuring the Payment of the ſaid Sum of 1200*l.* principal Money, and Intereſt for the ſame, according to the Purport of the ſaid recited Indenture of the ſixteenth Day of *September* 1712, and ſubject to a Proviſo or Agreement in the ſaid Indenture Tripartite of Releaſe contained, for Redemption of the Premiſſes on Payment of the ſame principal Money and Intereſt accordingly, as in and by the ſaid recited Indentures, Relation being thereunto ſeverally had, may more fully and at large appear. And whereas a certain Mortgage for a Term of one thouſand Years of and in the Eſtate of *Leonard Lant*, Eſq; in the County of *Middleſex*, for ſecuring unto the ſaid *Ruth*, Wife of the ſaid *Nathaniel Kent*, then *Ruth Smart*, the principal Sum of 2000*l.* and Intereſt (being Part of her Portion) was previous to her Intermarriage with the ſaid *Nathaniel Kent*, aſſigned and transferred unto the ſaid *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams*, and *Benjamin Bolt*, their Executors, Adminiſtrators and Aſſigns, in Truſt to call and get in the Monies ſo ſecured by the ſame Mortgage (which hath lately been paid in to them accordingly) and thereby and thereout to pay off and diſcharge (amongſt other Incumbrances affecting the Eſtates of the ſaid *Nathaniel Kent* in the Counties of *Oxon* and *Flint*, ſettled on his Marriage with the ſaid *Ruth*) all principal Monies and Intereſt due and owing to

A Mortgage for Years recited, by which the Son and the Truſtees demiſed Part of the Truſt Eſtate to raiſe ſome of the Portions,

and a Mortgage in Fee of the ſame Part to the ſame Mortgagee, and other Truſtees, for ſecuring the ſame Money,

An Aſſignment of a Mortgage for Years recited (the Money due thereon being Part of the Portion of the Son's Wife) in Truſt to pay off Incumbrances affecting the above Part of his Eſtate, the Securities to be aſſigned,

to the ſaid *Adam Atkins* on his ſaid recited Securities, which were thereupon to be aſſigned and conveyed reſpectively to the Uſes, or to be ſubſervient to the Uſes limited, concerning the Meſſuages, Lands and Hereditaments comprized in ſuch Securities, in and by the Releaſe and Settlement herein aftermentioned, made previous, and in order to the Marriage of the ſaid *Nathaniel Kent* with the ſaid *Ruth* his Wife. And whereas 300*l.* Part of the ſaid principal Sum of 1200*l.* hath already been paid off and ſatisfied unto the ſaid *Adam Atkins* by the ſaid *Nathaniel Kent*, ſo that there now remains due and owing to the ſaid *Adam Atkins* on his ſaid recited Security the Sum of 900*l.* principal Money, and no more, all Intereſt having been paid until the Day of the Date of theſe Preſents. Now this Indenture witneſſeth, That for and in conſideration of the Sum of 900*l.* of lawful Money of *Great Britain* (being Part of the ſaid Sum of 2000*l.* ſecured by the ſaid Mortgage for one thouſand Years, and paid in to the ſaid Truſtees for the ſame as aforeſaid) to the ſaid *Adam Atkins* in hand paid by the ſaid *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt*, at or before the Enſealing and Delivery of theſe Preſents, by the Direction and Appointment of the ſaid *Nathaniel Kent* and *Ruth* his Wife (teſtified by their being Parties to and executing theſe Preſents) in full diſcharge of all principal Monies and Intereſt now due and owing to the ſaid *Adam Atkins* on his ſaid recited Securities, the Receipt and Payment of which ſaid Sum of 900*l.* accordingly he the ſaid *Adam Atkins* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams*, *Benjamin Bolt* and *Nathaniel Kent*, and each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators and Aſſigns, for ever by theſe Preſents; and in conſideration of the Sum of 5*s.* of like Money to the ſaid *Adam Atkins* in hand paid by the ſaid *Charles Cotton* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Atkins*, by the Direction and Appointment, and at the Nomination of the ſaid *Nathaniel Kent* and *Ruth* his Wife, *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt*, teſtified ſeverally by their being Parties to and executing theſe Preſents, hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Charles Cotton*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Meſſuages or Tenements, Mill, Lands, Hereditaments and other the Premiſſes, in and by the ſaid recited Indenture of the ſixteenth Day of *September* 1712 demiſed, ratified and confirmed as aforeſaid, or mentioned or intended ſo to be, with their and every of their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Adam Atkins*, of, in, to or out of the ſame Meſſuages or Tenements, Mill, Lands, Hereditaments and Premiſſes, every or any Part or Parcel thereof, by Virtue of the ſame Indenture, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Meſſuages or Tenements, Mill, Lands, Hereditaments, and all and ſingular other the Premiſſes herein before aſſigned, or mentioned ſo to be, with the Appurtenances, unto the ſaid *Charles Cotton*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of eighty-four Years therein, in Truſt nevertheleſs to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes, and to be ſubſervient to the Uſes, Truſts and Eſtates thereof limited, or mentioned to be limited (amongſt other Hereditaments) in and by a certain Indenture Tripartite of Releaſe and Settlement, bearing Date on or about the twenty-ninth Day of *October* 1728, and made or mentioned to be made between the ſaid *Nathaniel Kent*, of the firſt Part, the ſaid *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt*, of the ſecond Part, and the ſaid *Ruth* now Wife of the ſaid *Nathaniel Kent*, by the Name of *Ruth Smart*, Spinſter, youngeſt Daughter of Sir *Matthew Smart*, Baronet, of the third Part, made previous and in order to the Marriage of the ſame *Nathaniel Kent* and *Ruth* his ſaid Wife, to the end to protect the ſame Premiſſes from all meſne Incumbrances. And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, and alſo in conſideration of the Sum

and that the Principal hath been paid to the Mortgagee in the other Mortgage.

The Mortgagee (being paid his Money) by Appointment of the Son (the Heir of the Mortgagor) and his Wife, aſſigns the Mortgage-Term to Truſtees.

Habendum.

The Truſt to attend the Inheritance, &c.

A Leaſe and Releaſe to Truſtees by the ſame Heir and his Wife, of the Mortgage in Fee.

Sum of 10*s.* of like Money to the ſaid *Bryan Bowles* in hand paid by the ſaid *Thomas Tims* and *Valentine Vinor*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, the ſaid *Bryan Bowles*, at the Requeſt and by the Direction and Appointment of the ſaid *Adam Atkins* (teſtified by his being a Party to and executing theſe Preſents) and alſo with the Conſent and at the Nomination of the ſaid *Nathaniel Kent* and *Ruth* his Wife, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt* (teſtified as aforeſaid) hath bargained, ſold, releaſed and confirmed, and by theſe Preſents doth bargain, ſell, releaſe and confirm unto the ſaid *Thomas Tims* and *Valentine Vinor*, their Heirs and Aſſigns, all the ſaid Meſſuages or Tenements, Mill, Lands, Hereditaments and other the Premiſſes, in and by the ſaid recited Indentures of Leaſe and Releaſe of the ſeventh and eighth of *May* 1713, granted and conveyed, or mentioned to be granted and conveyed unto, and to the Uſe of the ſaid *Daniel Dent* and *Brian Bowles*, their Heirs and Aſſigns as aforeſaid, with their Appurtenances, all which ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes laſt mentioned, are now in the actual Poſſeſſion of the ſaid *Thomas Tims* and *Valentine Vinor*, by virtue of a Bargain and Sale to them thereof made by the ſaid *Brian Bowles* for the Term of one whole Year, in conſideration of 5*s.* to him paid by the ſaid *Thomas Tims* and *Valentine Vinor*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by force of the Statute for transferring Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Brian Bowles*, of, in, to or out of the ſaid Meſſuages or Tenements, Mill, Lands, Hereditaments and Premiſſes laſt mentioned, every or any Part thereof, by Virtue of the ſaid Indentures of Leaſe and Releaſe of the ſeventh and eighth Day of *May* 1713, or otherwiſe howſoever,

Habendum, together with the ſame Indentures; To have and to hold the ſaid Meſſuages or Tenements, Mill, Lands, Hereditaments and Premiſſes laſt mentioned, with their and every of their Appurtenances, unto the ſaid *Thomas Tims* and *Valentine Vinor*, their

upon Truſts. Heirs and Aſſigns, to ſuch Uſes, upon ſuch Truſts, and for ſuch Eſtate and Eſtates, and under and ſubject to ſuch Proviſoes and Agreements, as in and by the ſaid Indenture Tripartite of Releaſe and Settlement of the twenty-ninth Day of *October* 1728 are and were limited, expreſſed and declared of and concerning the ſame Premiſſes (amongſt other Hereditaments). And the ſaid *Bryan Bowles* doth hereby for

The Mortgagee's Truſtee covenants that he has not incumbered. himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Thomas Tims* and *Valentine Vinor*, their Heirs and Aſſigns, that he the ſaid *Bryan Bowles* hath not at any Time heretofore done or committed any Action, Matter or Thing whatſoever, whereby or by means whereof the ſaid Meſſuages or Tenements, Mill, Lands, Hereditaments and Premiſſes herein before releaſed or mentioned ſo to be, or any Part thereof, is, are, ſhall or may be im-

The like Covenant as to the firſt Mortgage-Term. peached, charged or incumbered in any wiſe howſoever. And the ſaid *Adam Atkins* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Charles Cotton*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Adam Atkins* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by means whereof the ſaid Meſſuages or Tenements, Mill, Lands, Hereditaments and Premiſſes herein before aſſigned and releaſed reſpectively, or any Part thereof, or the ſaid Term of eighty-four Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in Title, Charge,

Recital that three Portions for younger Children are ſtill due. Eſtate or otherwiſe howſoever. And whereas the ſaid *Henry* and *Jane Kent*, two of the ſaid younger Children of the ſaid *Oliver Kent*, having already been paid and ſatisfied their reſpective Portions of 600 *l.* a-piece, and all the Intereſt for the ſame, and Maintenances provided for their Benefit by the ſaid firſt recited Indenture of Releaſe as aforeſaid, by and with the ſaid 1200*l.* borrowed of the ſaid *Adam Atkins* for that Purpoſe, there only remains due and owing to the ſaid *Katharine*, *Luna* and *Martha Kent*, the ſaid three other younger Children of the ſame *Oliver Kent*, the ſeveral Sums of 600*l.* a-piece provided for their Portions reſpectively in and by the ſame Indenture, all Intereſt incurred due for the ſame Portions, and all Sum and Sums of Money thereby provided for their Maintenances reſpectively by

by the ſame Indenture having already been paid and ſatisfied by the ſaid *Nathaniel Kent*, which they do hereby own and acknowledge; which ſaid laſt mentioned Sums of 600*l.* a-piece (making together 1800*l.*) were alſo to be paid off by and out of the ſaid 2000*l.* ſecured on the ſaid Mortgage for one thouſand Years, and now paid in to the ſaid Truſtees for the ſame as abovementioned, and thereupon the ſaid Term of ninety-nine Years for raiſing the ſame Portions was to be aſſigned in Truſt, to be ſubſervient to the Uſes limited by the ſaid Settlement made previous and in order to the Intermarriage of the ſaid *Nathaniel Kent* and *Ruth* his Wife as aforeſaid. Now this Indenture further witneſſeth, That for and in conſideration of the Sum of 600*l.* a-piece of lawful Money of *Great Britain* (making together 1800*l.* and being alſo other Part of the ſaid 2000*l.* ſecured by the ſaid Mortgage for one thouſand Years, and paid in to the ſaid Truſtees for the ſame as aforeſaid) to the ſaid *Katharine*, *Luna* and *Martha Kent*, in hand paid by the ſaid *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt*, at or before the Enſealing and Delivery of theſe Preſents, with the Conſent and by the Direction and Appointment of the ſaid Dame *Elizabeth Evans* and *Nathaniel Kent* and *Ruth* his Wife (teſtified by their being Parties to and executing theſe Preſents) in full Diſcharge of all Portions and Maintenance, Sum and Sums of Money, and other Proviſion whatſoever, provided for the Benefit of them the ſaid *Katharine*, *Luna* and *Martha Kent*, every or any of them reſpectively, by virtue of the ſaid firſt recited Indenture of Releaſe, the Receipt and Payment of which ſaid laſt mentioned Sums of 600*l.* a-piece (making together 1800*l.*) accordingly they the ſaid *Katharine*, *Luna* and *Martha Kent* do hereby reſpectively acknowledge, and thereof and of every Part thereof do reſpectively acquit, releaſe and diſcharge the ſaid *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams*, *Benjamin Bolt* and *Nathaniel Kent*, and each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators and Aſſigns, for ever by theſe Preſents, and in conſideration of the Sum of 5*s.* of like Money to the ſaid Dame *Elizabeth Evans* in hand paid by the ſaid *David Dering*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid Dame *Elizabeth Evans*, with the Conſent, and by the Direction and Appointment of the ſaid *Katharine*, *Luna* and *Martha Kent*, *Nathaniel Kent*, and *Ruth* his Wife, *Thomas Tims*, *Valentine Vinor*, *William Watts*, *Xerxes Young*, *Abel Adams* and *Benjamin Bolt* (teſtified ſeverally by their being Parties to and executing theſe Preſents) hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *David Dering*, his Executors, Adminiſtrators, and Aſſigns, all that the abovementioned Part of the ſaid Manor of *Exton*, and the ſaid Meſſuages, Lands, Tenements, Part of the ſaid Advowſon, Hereditaments and Premiſſes, in and by the ſaid firſt recited Indenture of Releaſe limited (*inter alia*) to the ſaid Sir *Francis Evans*, *George Evans*, *Henry Hughes* and *John Jeffs*, their Executors, Adminiſtrators and Aſſigns, for the ſaid Term of ninety-nine Years, in Truſt as aforeſaid, with their and every of their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever of her the ſaid Dame *Elizabeth Evans*, of, in, to or out of the ſame Hereditaments and Premiſſes laſt mentioned, every or any Part thereof, by virtue of the ſaid laſt mentioned Indenture, and laſt Will and Teſtament of the ſaid Sir *Francis Evans*, or either of them, or otherwiſe howſoever; To have and to hold the ſaid Part of the ſaid Manor, and the ſaid Meſſuages, Lands, Tenements, Part of the ſaid Advowſon, Hereditaments, and all and ſingular other the ſaid laſt mentioned Premiſſes, with their and every of their Appurtenances, unto the ſaid *Daniel Dering*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of ninety-nine Years therein, in Truſt nevertheleſs to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes, and to be ſubſervient to the Uſes, Truſts and Eſtates thereof, limited or mentioned to be limited (amongſt other Hereditaments in and by the abovementioned Indenture Tripartite of Releaſe and Settlement of the twenty-ninth Day of *October* 1728, to the end to protect the ſame from all meſne Incumbrances. And the ſaid Dame *Elizabeth Evans* doth hereby for herſelf, her Heirs,

and are to be paid out of their Brother's Wife's Portion, ſecured by the ſecond Term, and thereupon the firſt Term to be aſſigned in Truſt, &c. In conſideration of theſe Portions paid, &c.

The firſt Term is aſſigned,

in Truſt to attend the Inheritance, and Uſes of the Settlement upon the Son's Marriage.

The Repreſentative of the ſurviving Truſtee covenants, that ſhe hath not done any Thing to incumber &c.

Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *David Dering*, his Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid Dame *Elizabeth Evans* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by means whereof the ſaid Hereditaments and Premiſſes herein before by her aſſigned or mentioned ſo to be, or the ſaid Term of nīnety-nine Years therein is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. In witneſs, &c.

N° 4. *An Aſſignment of ſeveral Mortgage-Terms to a Maſter in Chancery and others, there having been ſeveral Decrees and Orders. This Draught has many ſpecial Circumſtances mentioned in the Margin.*

THIS Indenture of ſix Parts, made the ſeventh Day of *April Anno Domini* 1719. and in the fifth Year of the Reign, &c. between *Adam Acton* of, &c. Eſq; and *Benjamin Acton* of, &c. Gent. of the firſt Part, *Charles Acton* of, &c. Gent. and *Dorothy Acton* of, &c. Spinſter, Executors of the laſt Will and Teſtament of *Elizabeth Eaton* deceaſed, who was Widow, Relict, and Executrix of *Francis Eaton* late of, &c. Eſq; deceaſed, of the ſecond Part, *George Grey* of, &c. Eſq; and *Joan* his Wife, who was Widow of *Leonard Lee* late of, &c. Merchant, deceaſed, Grandſon of the ſaid *Francis Eaton*, of the third Part, *Matthew Merritt* of, &c. Merchant, Adminiſtrator *de bonis non*, with the Will annexed of the ſaid *Leonard Lee*, of the fourth Part, *Nathaniel Nunn* of, &c. Eſq; of the fifth Part, and *Peter Pye*, Eſq; one of the Maſters in Ordinary of the High Court of Chancery, *Richard Rolt*, Rector of *Quendon* in the County of *Suſſex*, and *Samuel Skipp* of, &c. Grocer, of the ſixth Part. Whereas in and by certain Articles of Agreeement Tripartite, bearing Date on about the eleventh Day of *September*, which was in the Year of our Lord 1703. and made or mentioned to be made between the ſaid *Nathaniel Nunn*, by the Name of *Nathaniel Nunn* of, &c. Gent. of the firſt Part, Sir *Thomas Tate* of, &c. Baronet, of the ſecond Part, and the ſaid *Richard Rolt* and *Samuel Skipp*, of the third Part, in conſideration of a Marriage then intended and ſince had and ſolemnized between the ſaid *Nathaniel Nunn* and *Anne* his Wife, one of the Daughters of the ſaid Sir *Thomas Tate*, and for other the Conſiderations therein mentioned, it was (among other Things) mutually agreed by and between all the ſaid Parties to the ſaid Articles, that the Sum of 1200*l.* being the intended Portion of the ſaid *Anne*, and alſo the Sum of 1200*l.* to be added thereto by the ſaid *Nathaniel Nunn*, ſhould be reſpectively paid by the ſaid Sir *Thomas Tate* and *Nathaniel Nunn* unto the ſaid *Richard Rolt* and *Samuel Skipp*, or the Survivor of them, or the Heirs of the Survivor of them, on the twelfth Day of *September* 1704. with Intereſt for the ſame after the Rate of 5*l. per Cent. per Ann.* to be by them the ſaid *Richard Rolt* and *Samuel Skipp*, and the Survivor of them, laid out and imployed for the purchaſiing Lands of Inheritance in Fee-ſimple, to be ſettled to ſuch Uſes, upon ſuch Truſts and to and for ſuch Intents and Purpoſes, as are therein mentioned, expreſſed and declared; as by the ſaid recited Articles, Relation being thereunto had, may more at large appear. And whereas in and by a certain Decree or Decretal Order of the High Court of Chancery, made and pronounced on or about the tenth Day of *May* which was in the tenth Year of the Reign of her late Majeſty Queen *Anne*, in a Cauſe then and there depending between the ſaid *Nathaniel Nunn* and *Anne* his Wife Complainants, and the ſaid Sir *Thomas Tate*, *Richard Rolt* and *Samuel Skipp* Defendants, it was (among other Things) ordered and decreed, that the ſaid Sums of 1200*l.* and 1200*l.* with the Intereſt thereof after the Rate of 5*l. per Cent. per Ann.* from the Date of the ſaid Articles to the ſaid twelfth of *September* 1704. ſhould be brought in and paid by the ſaid *Nathaniel Nunn* and Sir *Thomas Tate* reſpectively to the ſaid *Peter Pye*, to be by him laid out in the purchaſing of Lands of Inheritance in Fee-ſimple, to be ſettled according to the ſaid Articles; and in the mean Time and until a convenient Purchaſe or Purchaſes could be found out, the ſaid Money was to be placed out on Security, or in ſome of the publick Funds, to be approved of by the ſaid Maſter, and the Intereſt thereof was to

Marriage Articles recited;

By which the Wife's Portion, and the like Sum of the Huſband's Money were to be paid to Truſtees to be laid out in Lands to be ſettled.

A Decree in Chancery recited,

Whereby the Money was ordered to be paid to a Maſter, to be laid out in Lands to be ſettled, and in the mean Time to be placed at Intereſt.

to go and be paid as the Rents of the Lands when purchaſed ought to go and be paid according to the ſaid Articles, as by the ſaid recited Decree, Relation being thereunto had, may more at large appear. And whereas the ſaid Sir *Thomas Tate* did ſome Years ſince, in purſuance and obedience to the ſaid recited Decree, bring before and pay into the Hands of the ſaid Maſter the ſaid Sum of 1200*l.* Principal Money, by him agreed to be paid as aforeſaid, and alſo the Sum of 60*l.* for the Intereſt thereof, until the ſaid twelfth Day of *September* 1704. which ſaid ſeveral Sums of 1200*l.* and 60*l.* (making together the Sum of 1260*l.*) have from Time to Time, with the Approbation of the ſaid Maſter, been placed out upon Securities at Intereſt, no ſuch Purchaſe or Settlement as aforeſaid having been as yet made. And whereas the ſaid Sum of 1260*l.* hath been lately paid in and now remains in the Hands of the ſaid Maſter; And whereas the ſaid *Nathaniel Nunn*, with the Allowance and Approbation of the ſaid Maſter, and with the Privity and Conſent of the ſaid Sir *Thomas Tate*, *Richard Rolt* and *Samuel Skipp*, hath lately contracted and agreed with *William Wems*, Doctor in Divinity, for the abſolute Purchaſe of a certain Meſſuage and divers Lands, Tenements and Hereditaments in *Benton* in the County of *Bedford*, for the Sum of 650*l.* of lawful Money of *Great Britain*, for which Purchaſe the ſaid Maſter hath this Day paid to the ſaid *William Wems* the ſaid Sum of 650*l.* being Part of the ſaid Sum of 1260*l.* ſo brought before and paid into the Hands of the ſaid Maſter as aforeſaid, as by certain Indentures of Leaſe, bearing Date the Day next before the Day of the Date hereof, the Releaſe being Quadripartite, and bearing even Date herewith, and made or mentioned to be made between the ſaid *William Wems* of the firſt Part, the ſaid *Nathaniel Nunn* and *Anne* his Wife of the ſecond Part, the ſaid *Richard Rolt* and *Samuel Skipp* of the third Part, and the ſaid Sir *Thomas Tate* of the fourth Part, may appear; the ſame being a Conveyance and Settlement of the ſaid Meſſuage, Lands, Tenements and Hereditaments laſt mentioned, in purſuance of the ſaid recited Articles. And whereas by Indenture bearing Date the ninth Day of *April*, which was in the Year of our Lord 1706. and made or mentioned to be made, between the ſaid *Nathaniel Nunn*, by the Name of *Nathaniel Nunn* of, *&c.* Gent. of the one Part, and the ſaid *Francis Eaton* of the other Part, in conſideration of the Sum of 500*l.* by the ſaid *Francis Eaton* to the ſaid *Nathaniel Nunn* in hand paid, he the ſaid *Nathaniel Nunn* did demiſe, grant, bargain and ſell unto the ſaid *Francis Eaton*, all that the Moiety or Half-Part of the Manor of *Canton*, with the Appurtenances, in the County of *Dorſet*, and alſo the Moiety or Half-Part of the Manor of *Exton*, with the Appurtenances in the County of *Flint*, and alſo the Moiety or Half-Part of the ſeveral Grounds and Lands therein and herein after mentioned and expreſſed, that is to ſay, *&c.* all which ſaid Premiſſes then or then late were in the Tenure or Occupation of [*Here inſert Tenants Names*] and alſo the Moiety of all other the Meſſuages, Lands, Tenements and Hereditaments, ſituate, lying and being in *Canton* and *Exton* aforeſaid, or elſewhere, in the ſaid Counties of *Dorſet* and *Flint*, or in either of them, whereof or wherein *Henry Hart* and *Jane* his Wife hereinafter named, or either of them, had any Eſtate or Intereſt in Poſſeſſion, Reverſion or Remainder; and alſo all Ways, Eaſements, Paſſages, Freedoms, Liberties, Trees, Woods, Underwoods, Hedges, Hedge-Rowes, Ditches, Waters, Watercourſes, Commons, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid Moiety of the ſaid Premiſſes, or either of them, belonging or in any wiſe appertaining, or to or with the ſame, or any Part thereof, uſed, occupied or enjoyed, or accepted, reputed, or taken as Part, Parcel or Member thereof, and the Reverſion and Reverſions, Remainder and Remainders thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Uſe, Benefit, Property, Claim and Demand whatſoever of him the ſaid *Nathaniel Nunn*, of, in or to the Premiſſes, or of, in or to any Part or Parcel thereof; To hold unto the ſaid *Francis Eaton*, his Executors, Adminiſtrators and Aſſigns, from the making of the ſame Indenture for the Term of two Hundred Years without Impeachment of Waſte, at and under the yearly Rent of a Pepper-Corn, under a Proviſo to be void on Payment of the Sum of 515*l.* of lawful Money of *England* by the ſaid *Nathaniel Nunn*, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Francis Eaton*, his Executors, Adminiſtrators and Aſſigns, upon the eighth Day of *October* then next enſuing. And whereas by one other Indenture Tripartite, bearing Date

Recital that the Lady's Father paid in the Portion, which has been at Intereſt ſince, but is now paid in.

And that the Huſband with the Maſter's Approbation and Conſent of the Truſtees, has agreed for the Purchaſe of certain Lands for a certain Sum, being Part of the Money which has been done by Deeds of Leaſe and Releaſe of this Date.

Recital of a Mortgage for Years made of a Moiety of other Lands by the Huſband.

General Words.

Habendum to the Mortgagee for Years *ſans* Waſte, ſubject to Redemption.

The like to a Truſtee for the Mortgagee for the ſame Sum.

Date the tenth Day of *April* which was in the ſaid Year of our Lord 1706, and made or mentioned to be made between the ſaid *Nathaniel Nunn* of the firſt Part, the ſaid *Leonard Lee* of the ſecond Part, and the ſaid *Francis Eaton* of the third Part, (reciting that by Indenture Tripartite, bearing Date the fifth Day of *February* then laſt paſt, and made or mentioned to be made between the ſaid *Henry Hart*, by the Name of *Henry Hart* of, *&c.* Doctor in Phyſick, and *Jane* his Wife of the firſt Part, the ſaid *Nathaniel Nunn* of the ſecond Part, and *John Kent* and *Leonard Lee* Eſquires, of the third Part, the ſaid Moiety of the ſame Manors, Lands, Tenements, Hereditaments and Premiſſes was limited, to the Uſe of the ſaid *Nathaniel Nunn* for the Term of his natural Life without Impeachment of Waſte, and from and after his Deceaſe, to the Uſe of the Executors, Adminiſtrators and Aſſigns of the ſaid *Nathaniel Nunn*, for the Term of two hundred Years from thence next enſuing, without Impeachment of Waſte, with divers Remainders over; by which Indenture it is provided and agreed between the Parties thereto, That the ſame Term of two hundred Years was ſo limited, upon Condition, that in caſe he or they, to whom the next and immediate Remainder or Eſtate expectant upon the ſaid Term ſhould belong, did and ſhould within ſix Months next after the Deceaſe of the ſaid *Nathaniel Nunn* well and truly pay, or cauſe the Sum of 500*l.* of lawful Money of *England* to be paid unto the Executors, Adminiſtrators or Aſſigns of the ſaid *Nathaniel Nunn*, together with Intereſt for the ſame after the Rate of 5*l. per Cent.* from the Time of the Death of the ſaid *Nathaniel Nunn* until actual Payment of the ſaid Sum of 500*l.* that then from and after the Payment of the ſaid Sum of 500*l.* and the Intereſt thereof, the ſaid Term of two hundred Years ſhould ceaſe and become void,) It is by the ſaid Indenture of the tenth of *April* 1706. witneſſed, That in conſideration of the Sum of 500*l.* of lawful Money of *England* by the ſaid *Francis Eaton* unto the ſaid *Nathaniel Nunn* in hand paid, (being the ſame Sum of 500*l.* mentioned to be the Conſideration-Money of the ſaid Indenture of the ninth of *April* 1706.) and in conſideration of 5*s.* of like Money by the ſaid *Leonard Lee* to the ſaid *Nathaniel Nunn* in hand paid, and for divers other good Cauſes and Conſiderations, the ſaid *Nathaniel Nunn*, by and with the Direction and Appointment of the ſaid *Francis Eaton*, did bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Leonard Lee* the ſaid Moiety of the ſaid Manors, Lands, Tenements, Hereditaments and Premiſſes laſt mentioned, and all the Eſtate, Right, Title, Intereſt, Truſt, Uſe, Benefit, Property, Claim and Demand whatſoever of him the ſaid *Nathaniel Nunn*, of, in or to the ſame Premiſſes, or of, in or to any Part or Parcel thereof; To hold unto the ſaid *Leonard Lee*, his Executors, Adminiſtrators and Aſſigns, from the making of the ſaid Indenture of the 10th of *April* 1706. for all the Reſt and Reſidue of the ſaid laſt mentioned Term of two hundred Years therein, in Truſt nevertheleſs for the ſaid *Francis Eaton*, his Executors, Adminiſtrators and Aſſigns, under a Proviſo to be void on Payment of the ſaid Sum of 515*l.* by the ſaid *Nathaniel Nunn*, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Francis Eaton*, his Executors, Adminiſtrators and Aſſigns, upon the ſaid ninth Day of *October* then next enſuing, as by the ſaid three ſeveral laſt recited or mentioned Indentures, Relation being thereunto reſpectively had, may more fully and at large appear. And whereas the ſaid Sum of 500*l.* principal Money, or any Part thereof, was not paid at the Day in the ſaid recited Indentures of the ninth and tenth of *April* 1706. for that Purpoſe limited, whereby the ſaid ſeveral Terms, Eſtates and Intereſts of them the ſaid *Francis Eaton* and *Leonard Lee* his Truſtee, of and in the Premiſſes became abſolute in Law. And whereas by one other Indenture Tripartite, bearing Date on or about the thirteenth Day of *April*, which was in the Year of our Lord 1713. and made or mentioned to be made between the ſaid *Francis Eaton* of the firſt Part, the ſaid *Leonard Lee* of the ſecond Part, and the ſaid *Adam Acton* and *Benjamin Acton* of the third Part, reciting the herein before recited Mortgage and Security made to the ſaid *Francis Eaton* as aforeſaid, and alſo reciting ſeveral other Aſſignments, Grants and Mortgages of ſeveral other Lands, Tenements and Hereditaments for ſeveral Terms and Eſtates, and ſeveral other Securities for ſecuring unto the ſaid *Francis Eaton*, his Executors, Adminiſtrators and Aſſigns, the Payment of ſeveral other Sums of Money, and the Intereſt thereof in the ſaid laſt mentioned Indenture Tripartite ſpecified, mentioned and ſet forth, he the ſaid

Recital that the Mortgage-Money is not paid.

Another Indenture recited, whereby the Mortgagee's Truſtee aſſigned over that Mortgage and divers other Securities.

Francis

Francis Eaton, for the Conſiderations therein mentioned, did bargain, ſell, aſſign and ſet over unto the ſaid *Adam Acton* and *Benjamin Acton*, (among other Eſtates, and Securities in and by the ſame Indenture aſſigned or mentioned to be aſſigned) all and every the Premiſſes in and by the ſaid recited Indentures of the ninth and tenth of *April* 1706. mentioned to be demiſed, granted and aſſigned, and all Monies Principal and Intereſt due and to grow due upon the ſame Securities; To have and to hold all and ſingular the ſaid laſt mentioned Premiſſes with their Appurtenances (among other the Eſtates and Securities in and by the ſaid Indenture of the thirteenth of *April* 1713. aſſigned, or mentioned or intended ſo to be) unto the ſaid *Adam Acton* and *Benjamin Acton*, their Executors, Adminiſtrators and Aſſigns, from thenceforth for all the Reſt and Reſidue then to come and unexpired of the ſaid ſeveral Terms and Eſtates therein, in as full, ample and beneficial Manner to all Intents and Purpoſes whatſoever, as the ſaid *Francis Eaton* might or could have held and enjoyed the ſame if the ſaid laſt mentioned Indenture had not been made, ſubject nevertheleſs to the Truſts therein mentioned and declared; that is to ſay, as for and concerning the principal Sum and Sums of Money in and by the ſaid laſt named Indenture mentioned to be lent unto the ſaid *Nathaniel Nunn*, and other the Perſons therein named and ſecured upon the ſeveral and reſpective Mortgages and other Securities therein mentioned, in Truſt that the ſaid *Adam Acton* and *Benjamin Acton*, and the Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, ſhould from Time to Time, with the Conſent and good Liking of the ſaid *Leonard Lee*, and as he ſhould direct and appoint, call in, and in due Form of law recover and receive of and from the ſaid *Nathaniel Nunn*, and other the ſeveral and reſpective Mortgagors and Obligors in the ſame Indenture Tripartite mentioned, the ſeveral and reſpective Sum and Sums of Money therein mentioned to be ſecured on the ſeveral Securities therein recited, and every or any of them; and as the ſame Sum and Sums of Money reſpectively, or any of them, ſhould be ſo called in, recovered and received, in Truſt that they the ſaid *Adam Acton* and *Benjamin Acton*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhould pay and deliver the ſame into the Hands of the ſaid *Leonard Lee*, to be by him diſpoſed of, or placed out upon ſuch other Securities in the Funds of the Government, or otherwiſe in Trade or Merchandize as he ſhould think fit: And as for the Intereſt of the ſaid ſeveral Sum and Sums of Money, the ſame was by the ſaid laſt mentioned Indenture agreed to be applied and diſpoſed of during the natural Life of the ſaid *Francis Eaton*, upon ſuch Truſts, Intents and Purpoſes as are therein mentioned and expreſſed concerning the ſame; and after the Deceaſe of the ſaid *Francis Eaton*, then upon this further Truſt, that the ſaid *Adam Acton* and *Benjamin Acton*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhould and might raiſe and pay out of the ſame Sums of Money and Premiſſes, all and every the Sum and Sums of Money which in and by the laſt Will and Teſtament of the ſaid *Francis Eaton* ſhould be bequeathed to the ſeveral Perſons in a Schedule to the ſame Indenture annexed mentioned, and in ſuch Sum and Sums and Proportions as in the ſaid Schedule are mentioned and expreſſed, or which ſhould be given or bequeathed to any other Perſon or Perſons whatſoever in or by the ſaid laſt Will; Provided that ſuch Sum and Sums of Money, or Legacies ſo to be given, did not exceed in the whole or groſs Sum the Sum and Sums in the ſaid Schedule mentioned. And after the Deceaſe of the ſaid *Francis Eaton*, and the Raiſing and Paying the ſaid ſeveral Sums of Money to the ſaid ſeveral Perſons in the ſaid Schedule mentioned, or to any other Perſon or Perſons whatſoever, not exceeding in the Whole the Sum in the ſaid Schedule mentioned, then in Truſt that they the ſaid *Adam Acton* and *Benjamin Acton*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor of them, ſhould permit and ſuffer the ſaid *Leonard Lee*, his Executors, Adminiſtrators and Aſſigns to have, receive and take all the Reſt and Reſidue of the ſaid ſeveral Sums of Money ſo ſecured upon the ſaid ſeveral Mortgages and other Securities, and every of them, or which ſhould be put out to Intereſt upon any other Securities in the Funds of the Government or Company's Stocks, or imployed in Trade and Merchandize or otherwiſe howſoever, to his and their own proper Uſe and Behoof, as his and their own proper Monies and Securities, and ſhould abſolutely ſet over unto the ſaid *Leonard Lee*, his

to Truſtees,

upon Truſt to get in the Money,

and to pay over the ſame to a Truſtee, to be placed out, &c. during the Life of the Mortgagee,

and afterwards Part to pay his Legacies.

The Reſidue to his former Truſtee for his own Uſe.

Executors or Adminiſtrators, all and ſingular the beforementioned Securities, and all and every other Security and Securities that then after might be had and taken for or in lieu of the therein recited Securities, and every or any of them, diſcharged of all Truſt whatſoever; as by the ſaid Indenture of the thirteenth Day of *April* 1713, Relation being thereunto had, may more at large appear. And whereas after the making of the ſaid laſt mentioned Indenture, and after the Death of the ſaid *Leonard Lee*, the ſaid *Francis Eaton* in his Life-time exhibited his Bill of Complaint in the High Court of Chancery as Plaintiff againſt the ſaid *Joan Gray* by the Name of *Joan Lee*, and againſt *Mark Mills* (who was then Joint Adminiſtrator with the Will annexed of the ſaid *Leonard Lee* with the ſaid *Matthew Merritt*, in Truſt for the ſaid *Joan Lee* during her Minority) and againſt the ſaid *Matthew Merritt*, *Adam Acton* and *Benjamin Acton*, as Defendants, to ſecure and enforce the Performance of the ſaid Truſts in the ſaid laſt mentioned Indenture expreſſed; and the ſaid Cauſe coming to be heard before the Right Honourable the late Maſter of the Rolls on the thirteenth Day of *May* in the firſt Year of the Reign of his preſent Majeſty King *George*, it was (among ſeveral other Things therein mentioned) ordered and decreed, that the Intereſt of all the ſaid Sums in the ſame Indenture mentioned, making together in the Whole the Sum of 8000*l.* ſhould be paid to the ſaid *Francis Eaton* during his Life; and that the ſeveral Sums of 250*l.* and 1550*l.* (making together the Sum of 1800*l.*) ſhould be paid to the Executors or Adminiſtrators of the ſaid *Francis Eaton* or otherwiſe, after his Deceaſe, as he the ſaid *Francis Eaton* ſhould appoint, out of the principal Monies mentioned in the ſeveral Securities by the ſaid laſt mentioned Indenture aſſigned, and the ſaid whole Sum of 3000*l.* was thereby declared to be Aſſets of the ſaid *Leonard Lee*, liable to the Payment of the ſaid ſeveral Sums and Intereſt beforementioned; and the ſaid Defendants in the ſaid Cauſe were thereby injoined from receiving any Part of the ſaid principal Sums until the ſame ſhould be paid and ſatisfied: Which ſaid Decree and Proceedings in Chancery now ſtand revived ſince the Abatement thereof by the Death of the ſaid *Francis Eaton*, as by the ſaid Decree and other Proceedings in the ſaid Cauſe now remaining as of Record in the ſaid Court of Chancery, Relation being thereunto had, may more at large appear. And whereas the ſaid *Francis Eaton* in and by his laſt Will and Teſtament bearing Date the twelfth Day of *June* which was in the Year of our Lord 1714, and by the Codicils thereunto annexed, did direct and appoint the ſaid Sum of 1550*l.* to be paid to the ſaid *Elizabeth Eaton* for the Payment of his Legacies and other Purpoſes in the ſaid Will mentioned; And alſo by his Deed Poll or Appointment bearing Date the ſeventh Day of *April* which was in the Year of our Lord 1716; And by one of the Codicils to his ſaid Will did, purſuant to the ſaid laſt mentioned Decree, direct and appoint that the ſaid 250*l.* which makes up the ſaid 1800*l.* ſhould alſo be paid to the ſaid *Elizabeth Eaton* after his Deceaſe out of the Truſt Monies aforeſaid: And whereas by a ſubſequent Order made in the ſame Cauſe on the ſeventh Day of *February* in the fourth Year of his now Majeſty's Reign (after the ſame was revived by the ſaid *Elizabeth Eaton* as Executrix of the ſaid *Francis Eaton*) it was (among other Things) ordered, that in caſe Notice had been given to any of the Perſons concerned in ſuch Securities, to pay in their Monies due thereon, they were to bring the ſame before *Olive Nix*, Eſq; one of the Maſters of the ſaid Court, to whom the Account in the ſaid Cauſe by the ſaid Decree ſtands referred: And whereas the ſaid Cauſe hath ſince the Death of the ſaid *Elizabeth Eaton* been revived by her ſaid Executors: And whereas there is now due and owing by the ſaid *Nathaniel Nunn* for Intereſt of the aforeſaid Sum of 500*l.* until the Day of the Date of theſe Preſents the Sum of 50*l.* and no more, which together with the ſaid Sum of 500*l.* amounts in the Whole to the Sum of 550*l*: And whereas the ſaid *Nathaniel Nunn* having had Notice to pay into the Hands of the ſaid *Olive Nix* all Monies due and owing upon the ſaid recited Security as aforeſaid, hath thereupon applied to the ſaid *Peter Pye* to advance and lend the Sum of 610*l.* Reſidue of the ſaid Sum of 1260*l.* now remaining in his Hands, unto the ſaid *Nathaniel Nunn*, for the better enabling him to pay off and diſcharge the ſaid Sum of 550*l.* and hath propoſed the Premiſſes in the ſaid recited Indentures of the ninth and tenth Days of *April* 1706. as a Security for the ſame, which the ſaid *Peter Pye* has allowed of and approved for that Purpoſe: And whereas the ſaid *Peter Pye* by and out of the ſaid Sum of 550*l.* hath

A decretal Order in Chancery recited,

and Revivor thereof after an Abatement by Death.

The Mortgagee's Will recited,

and his Deed of Appointment.

Another Order recited, whereby Money was to be brought in before another Maſter.

Another Revivor recited.

Recital of what is due.

Recital of Application to the former Maſter,

hath on the Day of the Date hereof, at the Requeſt of the ſaid *Nathaniel Nunn*, and in purſuance of the ſaid laſt mentioned Order, paid to the ſaid *Olive Nix* the ſaid Sum of 550 *l.* of lawful Money of *Great Britain*, in full Diſcharge and Satisfaction of and for all principal Monies and Intereſt due and owing upon the ſaid recited Security, as by the Certificate under the Hand of the ſaid *Olive Nix*, bearing even Date herewith may appear: Now this Indenture witneſſeth, That in purſuance of, and obedience to the ſaid ſeveral recited Orders or Decrees, and for and in conſideration of the ſaid Sum of 550 *l.* ſo paid to the ſaid *Olive Nix* by the ſaid *Peter Pye*, in full for all principal Money and Intereſt now due and owing by the ſaid *Nathaniel Nunn* upon the ſaid recited Security as aforeſaid; and alſo in conſideration of the Sum of 5 *s.* of like Money to the ſaid *Adam Acton*, *Benjamin Acton*, *Charles Acton*, *Dorothy Acton*, *George Gray* and *Joan* his Wife, and *Matthew Merritt* in hand paid by the ſaid *Peter Pye*, and *Rich Rolt* and *Samuel Skipp*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Adam Acton*, *Benjamin Acton* and *Matthew Merritt*, at the Requeſt, and by the Direction and Appointment of the ſaid *Nathaniel Nunn*, and by and with the Conſent, Direction and Appointment of the ſaid *Charles Acton*, *Dorothy Acton*, *George Gray* and *Joan* his Wife, and *Matthew Merritt*, teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents; And alſo they the ſaid *Charles Acton*, *Dorothy Acton*, *George Gray* and *Joan* his Wife have, and each of them hath bargained, ſold, aſſigned, transferred and ſet over; and by theſe Preſents do, and each and every of them, as far as in them reſpectively lieth, doth bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators and Aſſigns, all the ſaid Moiety of the ſaid Manors, Lands, Tenements and Hereditaments, and all and ſingular other the Premiſſes in and by the ſaid two ſeveral recited Indentures of the ninth and tenth Days of *April* 1706, demiſed, granted or aſſigned, or mentioned or intended ſo to be as aforeſaid, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever both in Law and Equity, of them the ſaid *Adam Acton*, *Benjamin Acton*, *Matthew Merritt*, *Charles Acton*, *Dorothy Acton*, *George Gray* and *Joan* his Wife, and of every or any of them, of, in, to or out of the ſaid Moiety of the ſaid Manors, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, by force or virtue of the ſaid ſeveral recited Indentures, Deed Poll, Wills, Executorſhip, Adminiſtration, Decrees, or any of them, or otherwiſe howſoever; To have and to hold the ſaid Moiety of the ſaid Manors, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid two ſeveral Terms of two hundred Years, and two hundred Years therein reſpectively as aforeſaid. And this Indenture further witneſſeth, That for and in conſideration of the ſaid Sum of 550 *l.* ſo paid to the ſaid *Olive Nix* by the ſaid *Peter Pye*, at the Requeſt of the ſaid *Nathaniel Nunn* as aforeſaid; And alſo in conſideration of the further Sum of 60 *l.* of lawful Money of *Great Britain* to the ſaid *Nathaniel Nunn* in hand paid by the ſaid *Peter Pye* at or before the Enſealing and Delivery hereof (being the Reſidue of the ſaid Sum of 610 *l.*) the Receipt and Payment of which ſaid ſeveral Sums of 550 *l.* and 60 *l.* he the ſaid *Nathaniel Nunn* doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *Peter Pye*, his Executors and Adminiſtrators, for ever by theſe Preſents, and for other the Conſiderations beforementioned, he the ſaid *Nathaniel Nunn* hath ratified and confirmed, and by theſe Preſents doth ratify and confirm unto the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators and Aſſigns, all the ſaid Moiety of the ſaid Manors, Lands, Tenements, Hereditaments, and other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances; To have and to hold the ſame and every of them, and every Part thereof, unto the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their

and his Approbation of lending the Reſidue of the Sum of Money remaining in his Hands.

The Aſſignment.

General Words.

Habendum.

during the Terms.

The Mortgagor confirms, &c.

Diſcharged of the Proviſoes for Redemption beforementioned, but ſubject to a new Proviſo for that Purpoſe.

their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid two ſeveral Terms of two hundred Years and two hundred Years, without Impeachment of Waſte, freed and abſolutely diſcharged of the aforeſaid Proviſoes, and all other Proviſoes and Agreements for Redemption of the ſame Premiſſes, and all Equity thereupon, ſubject nevertheleſs to the Proviſo and Agreement next herein aftermentioned: that is to ſay, Provided always, and it is hereby declared and agreed by and between the ſaid *Nathaniel Nunn*, *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, that if the ſaid *Nathaniel Nunn*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Peter Pye*, or ſuch other Perſon or Perſons as the ſaid High Court of Chancery ſhall in that Behalf order or appoint, the full and juſt Sum of 610*l.* of lawful Money of *Great Britain*, for the Uſes and Purpoſes in the ſaid firſt recited Articles and Decree mentioned upon the ſeventh Day of *October* next enſuing the Date hereof, and which ſhall be in the Year of our Lord 1719, together with Intereſt for the ſame, at the Rate of 5*l. per Cent. per Annum*, from the Time of the Death of the ſaid *Nathaniel Nunn*, if the ſame ſhall happen before the ſaid Time of Payment, then and in ſuch Caſe they the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhall and will at the Requeſts, Coſts and Charges of the ſaid *Nathaniel Nunn*, his Heirs or Aſſigns, re-aſſign or ſurrender the ſaid two ſeveral Terms of two hundred Years and two hundred Years of and in the Premiſſes hereby, or mentioned or intended to be hereby aſſigned as aforeſaid, unto the ſaid *Nathaniel Nunn*, his Heirs or Aſſigns, or unto ſuch other Perſon or Perſons as he or they ſhall for that Purpoſe nominate and appoint, freed and diſcharged of and from all Incumbrances made or done, or to be made or done by them the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, or any of them, their or any of their Executors, Adminiſtrators or Aſſigns; And the ſaid *Nathaniel Nunn* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators and Aſſigns in Manner and Form following; that is to ſay, that he the ſaid *Nathaniel Nunn*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *Peter Pye*, or ſuch other Perſon or Perſons as the ſaid High Court of Chancery ſhall in that Behalf order or appoint, the ſaid Sum of 610*l.* and ſuch Intereſt as (after his Deceaſe) ſhall become due and payable for the ſame at the Rate aforeſaid, at ſuch Time, and in ſuch Manner and Form, as are herein beforementioned for Payment thereof, according to the Purport of the ſaid laſt mentioned Proviſo, and the true Intent and Meaning of theſe Preſents. And further, that it ſhall and may be lawful to and for the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators and Aſſigns, from Time to Time and at all Times from after Breach ſhall happen to be made of the ſaid laſt mentioned Proviſo, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Moiety of the ſaid Manors, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby aſſigned, and to receive and take the Rents and Profits thereof, and of every Part thereof, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid two ſeveral and reſpective Terms of two hundred Years and two hundred Years, without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Nathaniel Nunn*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Nathaniel Nunn*, his Heirs, Executors or Adminiſtrators well and ſufficiently ſaved, defended, kept harmleſs, and indemnified of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entries, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or hereafter to be had, made, done, committed or ſuffered by the ſaid *Nathaniel Nunn*, his Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever. And moreover, That he the ſaid *Nathaniel Nunn*,

The Mortgagee covenants to pay the Money,

and for quiet Entry and Enjoyment by the Mortgagees after Breach,

General Words.

and his Heirs and Aſſigns, and all and every Perſon and Perſons having, or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the Premiſſes mentioned or intended to be hereby aſſigned, or any of them, or any Part thereof, ſhall and will from Time to Time, and at all Times from and after Breach ſhall happen to be made of the ſaid laſt mentioned Proviſo, contrary to the true Intent and Meaning of theſe Preſents, upon every reaſonable Requeſt of them the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators or Aſſigns, or any of them, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Granting and Conveying of the ſaid Moiety of the ſaid Manors, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their Appurtenances, unto the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid two ſeveral and reſpective Terms of two hundred Years and two hundred Years, without Impeachment of Waſte, diſcharged of the ſaid laſt mentioned Proviſo, for Redemption of the Premiſſes, and all Equity thereupon, as by the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, or their or any of their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required; And each of them the ſaid *Adam Acton*, *Benjamin Acton*, *Charles Acton* and *Matthew Merrit*, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators and Aſſigns, that he hath not at any Time heretofore done, committed or executed, any Act, Matter or Thing whatſoever, whereby, or by means whereof the Premiſſes mentioned or intended to be hereby aſſigned, or any of them, or any Part thereof, or the ſaid ſeveral Terms of two hundred Years and two hundred Years therein is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered in Title, Charge, Eſtate or otherwiſe howſoever. And the ſaid *Dorothy Acton* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators and Aſſigns, that ſhe hath not at any Time heretofore done, committed or executed any Act, Matter or Thing whatſoever, whereby or by means whereof the Premiſſes mentioned or intended to be hereby aſſigned, or any of them, or any Part thereof, for the ſaid ſeveral Terms of two hundred Years and two hundred Years therein is, are, or ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in Title, Charge, Eſtate or otherwiſe howſoever. And the ſaid *George Gray* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators and Aſſigns, that they the ſaid *George Gray* and *Joan* his Wife, or either of them have not, nor hath at any Time heretofore done, committed or executed any Act, Matter or Thing whatſoever, whereby or by means whereof the Premiſſes mentioned or intended to be hereby aſſigned, or any of them, or any Part thereof, or the ſaid ſeveral Terms of two hundred Years and two hundred Years therein is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in Title, Charge, Eſtate or otherwiſe howſoever. And laſtly, It is hereby declared and agreed by and between the ſaid *Peter Pye*, *Richard Rolt*, *Samuel Skipp*, and *Nathaniel Nunn*, that if in the mean Time any Breach ſhall happen to be made of the ſaid laſt mentioned Proviſo, contrary to the true Intent and Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *Nathaniel Nunn* and his Heirs, peaceably and quietly to have, hold and enjoy all and ſingular the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Peter Pye*, *Richard Rolt* and *Samuel Skipp*, their Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons claiming, or to claim from, by or under them, or any of them. In witneſs, *&c.*

And for further Aſſurances in Default of Payment, *&c.*

The former Mortgagees, *&c.* covenant that they have not incumbered.

The Mortgagor to enjoy until Default of Payment.

N° 5. *An Aſſignment and Surrender of a Mortgage-Term (by Indorſement thereon) to a Purchaſor of the Inheritance, the Money being paid off.*

WHEREAS ſince the Making of the within written Indenture the within named *Adam Adair* and *Bethia Adair* have conveyed the Freehold and Inheritance of the within mentioned Manor or Manors, Scite, Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, unto and to the Uſe of *Charles Coſield* of, *&c.* Eſq; his Heirs and Aſſigns for ever (ſubject to the within mentioned Term of five hundred Years for ſecuring the within mentioned Sum of 9000 *l.* and Intereſt). And whereas the ſaid *Charles Coſield* hath on or before the Day of the Date hereof paid unto the within named *David Daniels*, Eſq; all Monies both Principal and Intereſt due and owing upon the ſaid Security, the Receipt and Payment whereof he the ſaid *David Daniels* doth hereby acknowledge: Now know all Men by theſe Preſents, That in conſideration of the Premiſſes, and of 5 *s.* of lawful Money of *Great Britain* to the ſaid *David Daniels* in hand paid by the ſaid *Charles Coſield* at or before the Enſealing and Delivery hereof, the Receipt whereof is hereby alſo acknowledged, he the ſaid *David Daniels* hath aſſigned and ſurrendered, and by theſe Preſents doth aſſign and ſurrender unto the ſaid *Charles Coſield*, his Heirs and Aſſigns, the ſaid Manor or Manors, Scite, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes with their Appurtenances, and all his the ſaid *David Daniels*'s Eſtate and Term, and Intereſt therein; To have and to hold the ſame, and every Part thereof, unto the ſaid *Charles Coſield*, his Heirs and Aſſigns, to his and their Uſe, during the Reſidue of the aforeſaid Term of five hundred Years, to the end the ſame may be merged and drowned in the Inheritance of the Premiſſes now being in the ſaid *Charles Coſield*. In witneſs, *&c.*

N° 6. *An Aſſignment and Conveyance of ſeveral Mortgages for Years, and in Fee, and Leaſes, by the Aſſignee and his Truſtees, to a new Aſſignee and his Truſtees reſpectively. The Conveyance in Fee is by Leaſe and Releaſe, the Releaſe being contained in this Deed.*

THIS Indenture Quinquipartite, made the eleventh Day of *April Anno Domini* 1733, and in the ſixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland*, King, Defender of the Faith, *&c.* between *Abraham Axted* of, *&c.* Eſq; of the firſt Part, *Brian Axted*, Eſq; one of the Sons of the ſaid *Abraham Axted*, and Sir *Chriſtopher Clark* of, *&c.* Knt. (which ſaid *Brian Axted* and Sir *Chriſtopher Clark* are Truſtees for the ſaid *Abraham Axted* as to the Inheritance of the Freehold, Manors, Meſſuages, Lands and Hereditaments herein aftermentioned) of the ſecond Part, *David Dunch* of, *&c.* Eſq; of the third Part, *Andrew Aring* of, *&c.* Eſq; of the fourth Part, and *Benjamin Berne* and *Charles Crew*, both of *London*, Eſq; of the fifth Part. Whereas by Indenture bearing Date on or about the twenty-ſeventh Day of *March* which was in the Year of our Lord 1689, all that one full Moiety or Half-part of the Lordſhips or Manors of *Exford* and *Fendon*, with all and ſingular the Rights, Members and Appurtenances to them, or either of them belonging, in the ſaid County of *Glouceſter*; And alſo all that Moiety or Half-part of the Scite, Capital Meſſuage, or Manor-Houſe of *Exford* aforeſaid; and alſo the Moiety or Half-part of all thoſe Demeſne Lands, Woods and Wood-Grounds to the ſaid Capital Meſſuage or Scite of the ſaid Manor belonging, or in any wiſe appertaining, or therewith commonly uſed or occupied; And alſo the Moiety or Half-part of all thoſe Meſſuages, Farms, Cottages, Lands, Tenements and Hereditaments, ſituate, lying and being in *Exford* aforeſaid, now late or heretofore in the ſeveral Tenures of [*here are Names of Tenants.*] And of all Houſes, Edifices, Buildings, Barns, Stables, Dove-Houſes, Yards, Orchards, Gardens, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Waters, Fiſhings, Warrens,

A Mortgage for Years recited of a Moiety of Manors, *&c.*

rens, Waſte Grounds, Moors, Marſhes, Courts Leet, View of Frank Pledge, Perquiſites and Profits of Courts Leet, Waifes, Eſtrays, Goods and Chattels of Fugitives and Felons, Eſcheats, Reliefs, Heriots, Cuſtoms, Liberties, Franchiſes, Juriſdictions, Royalties, Privileges, Profits, Commodities, Hereditaments and Appurtenances whatſoever to the ſaid Manors or Lordſhips, Scite, Capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes, or any of them belonging, or in any wiſe appertaining, or accepted, reputed, taken, uſed, occupied or enjoyed, as Part, Parcel or Member of the ſame, ſituate, lying and being in the Towns, Fields and Hamlets of *Exford* aforeſaid, *&c.* in the ſaid County of *Glouceſter*; And alſo the Moiety or Half-part of all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, then of him the ſaid Sir *Gregory Grice*, ſituate, lying and being in the Towns, Fields, Pariſhes or Hamlets aforeſaid, or any of them, were granted by the ſaid Sir *Gregory Grice* to Sir *Harry Hay*, Knt. for a certain Term of three hundred Years therein mentioned, commencing from the Date thereof, ſubject to Redemption in Manner therein expreſſed. And whereas by another Indenture bearing Date on or about the twenty-ſixth Day of *May*, which was in the Year of our Lord 1701, all that other Moiety or Half-part of the ſaid Manor of *Exford*, together with the Moiety of the Manor-Houſe, Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, which Sir *Gregory Grice*, Bart. deceaſed, Father of the ſaid firſt-named Sir *Gregory Grice*, formerly held as Joint Purchaſer with Sir *Gregory Grice*, Bart. his Father alſo deceaſed; And alſo all that Houſe and Land formerly purchaſed of *James Jeſſon*, ſome Time in the Poſſeſſion of *Kenelm Kerne*; and alſo all that Farm called *Lanſton*, purchaſed of *Matthew Myers*; and alſo all that Farm called *Nyneton* purchaſed alſo of the ſaid *Matthew Myers*; and alſo all that Farm called *Oynton*; and alſo all that Cloſe called *Price's Cloſe* purchaſed of *Peter Pine*; and alſo all that Cloſe called *Jeſſon*'s purchaſed of *James Jeſſon*, ſenior, (all which ſaid laſt mentioned Meſſuages, Farms and Lands are ſituate, lying and being in *Exford* aforeſaid) were granted by the ſaid firſt-named Sir *Gregory Grice* to *Robert Quon* of *London*, Merchant, for the Term of five hundred Years therein mentioned, commencing from the Day of the Date thereof, ſubject to Redemption in Manner therein expreſſed. And whereas by another Indenture bearing Date on or about the ſeventeenth Day of *April* 1706, and made or mentioned to be made between *Richard Rand*, Gentleman, and *Sarah* his Wife, of the one Part, and *Simon Serle*, Gent. of the other Part, all that Capital Meſſuage or Farm-Houſe in *Exford* aforeſaid, called *Turton*'s, with all Houſes, Edifices, Buildings, Dove-Houſes, Barns, Stables, Yards, Orchards, Gardens, Backſides, Curtilages, Crofts and Homeſtalls, containing by Eſtimation two Acres Paſture Ground, and Hedge-rows thereto adjoining, with the Appurtenances, and all other the Lands and Hereditaments to the ſame Capital Meſſuage belonging or appertaining, with the Timber, Underwood and Appurtenances whatſoever thereto belonging in *Exford* aforeſaid, and all Heydons, Swerd Grounds, Commons, Profits and Commodities to the ſaid laſt mentioned Capital Meſſuage or Farm-Houſe and Premiſſes with the Appurtenances belonging, or therewith uſed and enjoyed; and alſo all Commons, Common of Paſture, Ways, Eaſements, Privileges, Profits, Commodities and Appurtenances whatſoever to the ſame Capital Meſſuage or Farm, Meadow, Paſture-Grounds, and Arable Lands, and other the Premiſſes belonging or appertaining, or reputed or taken as Part, Parcel or Member thereof, were granted by the ſaid *Richard Rand* and *Sarah* his Wife to the ſaid *Simon Serle* for the Term of three hundred Years therein mentioned, ſubject to Redemption in Manner therein expreſſed. And whereas by another Indenture of Releaſe bearing Date on or about the ſixth Day of *May* which was in the Year of our Lord 1710, and made or mentioned to be made between the ſaid firſt named Sir *Gregory Grice* and *Vincent Viner*, Gent. of the firſt Part, the ſaid *Richard Rand* and *Sarah* his Wife. of the ſecond Part, *Walter Wells* of, *&c.* Eſq; and *Abel Young*, Gent. of the third Part, and *Benjamin Bell*, Gent. of the fourth Part, all that Manor-Houſe or Capital Meſſuage, with the Barns, Stables, Orchards, Gardens, and other Out-Houſes, Edifices, Buildings, Yards, Curtilages, Crofts and Appurtenances whatſoever to the ſame belonging, or in any wiſe appertaining, ſituate, lying and being in *Exford* aforeſaid, with the Homeſtall, Paſture-Ground, Groveage and Hedg-rows thereto adjoining, And all thoſe four Cloſes next adjoining

Another Mortgage for Years of the other Moiety of one of thoſe Manors, and ſome other Lands, recited.

Another Mortgage for Years of a Meſſuage, &c. recited.

Another Mortgage for Years of Lands in the firſt mentioned Manor recited.

joining to the ſame Meſſuage, containing by Eſtimation ſix Acres more or leſs, together with all Houſes, Out-Houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards and Backſides to the ſame belonging, or in any wiſe appertaining; and alſo all that ſaid Capital Meſſuage or Farm-Houſe called *Turton*'s, together with all the Lands, Meadows, Paſtures and Wood Grounds, and other the Hereditaments and Premiſſes thereto belonging beforementioned, and comprized in the ſaid Term of three hundred Years granted by the ſaid Indenture of the ſeventeenth Day of *April* 1706, and all that Meſſuage or Tenement and Paſture, Croft of Ground, and Orchard thereto belonging, containing by Eſtimation three Acres more or leſs; and alſo all thoſe ſeventy Acres of Arable Land, Leys, and Swerd Ground, by Eſtimation more or leſs; and one Rood of Meadow Ground, together likewiſe with all that Fold-Courſe upon the Common Fields to the ſame belonging, called or known by the Name of *Carrs*, and ſituate, lying and being in *Exford* aforeſaid, now late or heretofore in the Tenure of *Daniel Denny*, or his Aſſigns, together with all Houſes, Dove-Houſes, Out-Houſes, Malt-Houſes, Barns, Stables, Yards, Gardens, Orchards and Backſides, Meadows, Feedings, Woods, Underwoods, Leys, Commons, Intercommons, Ways, Waters, Water-Courſes, Eaſements, Commodities, Profits, Emoluments, Lands, Hereditaments and Appurtenances whatſoever, to the ſaid laſt mentioned Meſſuages, Cottages, Lands and Premiſſes belonging, or in any wiſe appertaining, or therewith held, uſed, occupied or enjoyed, as Part, Parcel or Member thereof; and all other the Lands, Tenements and Hereditaments, formerly the Eſtate of the ſaid *Richard Rand* and *Sarah* his Wife, wherein they or either of them, or any Perſon in Truſt for them, had any Eſtate of Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying and being in *Exford* aforeſaid, were granted and aſſured for a certain Term of five hundred Years therein mentioned, redeemable in Manner therein expreſſed. And whereas *Emanuel Evans*, D. D. Maſter of *Lincoln College*, *Oxon*, and the Fellows and Scholars of the ſame, did by their Indenture of Leaſe bearing Date on or about the twenty-fifth Day of *June* in the Year of our Lord 1726, demiſe and grant unto the ſaid *David Dunch*, all that their Parſonage of *Exford* aforeſaid with the Appurtenances, and all and all manner of Tithes whatſoever to the ſame Parſonage belonging, or in any wiſe appertaining, and all other Tithes whatſoever, which had been at any Time thentofore reputed, taken or known to be Part or Parcel of the ſaid Parſonage (except, and always reſerved unto the ſaid Maſter or Keeper, Fellows and Scholars, and their Succeſſors, the Donation of the Vicarage belonging to the ſaid Parſonage or Pariſh Church); To hold the ſame unto the ſaid *David Dunch*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *Michael* the Archangel then laſt paſt for the Term of twenty Years, at and under the yearly Rent of 10 *l.* payable by Half-yearly Payments, and ſuch other Reſervations and Covenants as are therein mentioned and contained. And whereas the ſaid *Emanuel Evans*, D. D. did by one other Indenture of Leaſe bearing Date the ſame twenty-fifth Day of *June* 1726, demiſe, grant and to Farm let unto the ſaid *David Dunch*, all that their Meſſuage commonly called *Fenton*'s, ſituate, lying and being in the Pariſh of *Exford* aforeſaid, and thirty-five Acres of Arable Land more or leſs, with the Appurtenances to the ſaid Meſſuage belonging and appertaining (except, and always reſerved unto the ſaid *Emanuel Evans*, *&c.* and their Succeſſors, all Woods and Underwoods and Trees of what Nature or Kind ſoever they be, then growing, or to grow upon or about the ſaid Premiſſes, or any Part thereof); To hold the ſame (except before excepted) unto the ſaid *David Dunch*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *Michael* the Archangel then laſt paſt for the Term of twenty Years, at and under the yearly Rent of 12 *s.* payable Half-yearly, and ſuch other Reſervations and Covenants as are therein reſerved and contained. And whereas by Virtue of divers good and ſufficient meſne Aſſignments and Aſſurances in Law, and particularly by a certain Indenture Quadripartite of Aſſignment bearing Date on or about the twenty-ſeventh Day of *June* which was in the Year of our Lord 1727, and made or mentioned to be made between the ſaid firſt named Sir *Gregory Grice* and Dame *Grizel* his Wife, and *Henry Higgs* of, *&c.* Eſq; of the firſt Part, the ſaid *David Dunch* and *Jane* his Wife, Siſter and Heir of *Lawrence Grice*, Eſq; deceaſed, and only Child of the ſame Sir *Gregory*

An under Leaſe of an Impropriation held from a College recited.

A College Leaſe recited.

And that by meſne Aſſignments all the Terms in the Premiſſes are come to the firſt mentioned Party,

Grice and Dame *Grizel* his Wife, of the ſecond Part, the ſaid *Abraham Axted* of the third Part, and the ſaid *Brian Axted* and Sir *Chriſtopher Clark* of the fourth Part, and the ſeveral Deeds and Writings therein mentioned and recited, all the ſaid ſeveral Manors, Meſſuages, Farms, Parſonage Lands, Tenements, Tithes, Hereditaments and Premiſſes beforementioned to be granted and demiſed reſpectively, came to, and are now veſted in the ſaid *Abraham Axted*, for all the Reſidue of the ſaid ſeveral Terms of three hundred Years, five hundred Years, three hundred Years, five hundred Years, twenty Years, and twenty Years therein reſpectively, ſubject to a Proviſo or Agreement in the ſaid laſt mentioned Indenture contained, for Redemption of all the ſame Premiſſes on Payment by the ſaid *David Dunch*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Abraham Axted*, his Executors, Adminiſtrators or Aſſigns of the ſaid principal Sum of 12000*l.* and Intereſt for the ſame, in ſuch Manner, and at ſuch Times as are therein mentioned and appointed for that Purpoſe, and which are long ſince paſt. And whereas by virtue of the ſame Indenture, and of a Fine therein covenanted to be levied, and which was afterwards duly levied accordingly; and alſo by virtue of certain Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being of ſeven Parts, bearing Date on or about the twenty-fifth Day of *May* which was in the Year of our Lord 1725, and expreſſed to be made between *Matthew Martin*, Eſq; of the firſt Part, the ſaid firſt named Sir *Gregory Grice* and Dame *Grizel* his Wife, and the ſaid *Lawrence Grice*, of the ſecond Part, the ſaid *Henry Higgs* and *Nathaniel Nixon*, Gent. of the third Part, *Owen Oxted* and the Reverend *Philip Pierce*, Doctor in Divinity, of the fourth Part, *Ralph Quin*, Eſq; of the fifth Part, the ſaid *Abraham Axted*, and *Robert Randal*, Eſq; of the ſixth Part, and the ſaid *Brian Axted* and Sir *Chriſtopher Clark*, of the ſeventh Part, and of a Fine in the ſame Releaſe covenanted to be levied, and which was afterwards duly levied accordingly (which Indenture and Fine are mentioned, and recited in the aforeſaid Indenture Quadripartite of the twenty-ſeventh of *June* 1727.) The Fee-Simple and Inheritance of the ſaid ſeveral Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes comprized in the ſaid four ſeveral Terms of three hundred Years, five hundred Years, three hundred Years, and five hundred Years, were conveyed and aſſured, or mentioned or intended to be conveyed and aſſured, to the Uſe of the ſaid *Brian Axted* and Sir *Chriſtopher Clark*, their Heirs and Aſſigns, in Truſt for the ſaid *Abraham Axted*, his Executors, Adminiſtrators and Aſſigns, ſubject to the aforeſaid Proviſo or Agreement in the ſaid laſt mentioned Indenture contained for Redemption of the Premiſſes; as in and by the ſaid ſeveral abovementioned and recited Indentures, Fines and Aſſurances, Relation being thereunto ſeverally had, may more fully and at large appear. And whereas the ſaid *David Dunch* did ſome Time ſince pay off and diſcharge the Sum of 2000*l.* (Part of the ſaid principal Sum of 12000*l.*) and all Intereſt for the ſame; and hath likewiſe paid all Intereſt for the remaining 10000*l.* until the twenty-ſeventh Day of *June* now laſt paſt, which he the ſaid *Abraham Axted* doth hereby own and acknowledge, ſo that there now remains due and owing to the ſaid *Abraham Axted* for Principal and Intereſt on his ſaid recited Security the Sum of 10500*l.* only, and no more. And whereas the ſaid *Andrew Aring*, at the Inſtance and Requeſt of the ſaid *David Dunch*, hath agreed to advance and lend unto the ſaid *David Dunch*, upon the Security herein aftermentioned, the Sum of 10500*l.* to enable him to pay off and diſcharge the ſaid Sum of 10500*l.* ſo due and owing to the ſaid *Abraham Axted* as aforeſaid. Now this Indenture witneſſeth, That for and in conſideration of the Sum of 10500*l.* of lawful Money of *Great Britain* to the ſaid *Abraham Axted* in hand paid by the ſaid *Andrew Aring* at or before the Enſealing and Delivery of theſe Preſents, at the Requeſt and by the Direction, and for the proper Debt of the ſaid *David Dunch* (teſtified by his being a Party to and executing theſe Preſents) in full Diſcharge of all principal Monies and Intereſt now due and owing from the ſaid *David Dunch* to the ſaid *Abraham Axted*, on his ſaid recited Security or otherwiſe; the Receipt and Payment whereof accordingly he the ſaid *Abraham Axted* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Andrew Aring*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *Abraham Axted*, at the Requeſt, and by the

redeemable upon Payment of a conſiderable Sum of Money,

and that the Inheritance of the Premiſſes have been conveyed to his Truſtees in Fee by Deeds of Leaſe and Releaſe and two Fines, by way of Mortgage,

and that the Mortgagor had paid off Part,

and that the Party of the fourth Part advances the Reſidue, in conſideration thereof.

The Mortgagee by Direction of the Mortgagor, assigns to the fourth Party, the now Assignee, all the Mortgage-Terms,

Direction and Appointment of the said *David Dunch* (testified as aforesaid) hath bargained, sold, assigned, transferred and set over, and by these Presents doth bargain, sell, assign, transfer and set over unto the said *Andrew Aring*, his Executors, Administrators and Assigns, all the said Manors or Lordships, Messuages, Farms, Parsonage, Lands, Tenements, Tithes and Hereditaments abovementioned, and all and singular other the Premisses in and by the said recited and abovementioned Indentures and mesne Assignments, demised and assigned for the said several Terms of three hundred Years, five hundred Years, three hundred Years, five hundred Years, twenty Years, and twenty Years, or mentioned or intended so to be respectively as aforesaid, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Term and Terms of Years yet to come and unexpired, Trust, Property, Claim and Demand whatsoever of him the said *Abraham Axted*, of, in, to or out of the said Manors or Lordships, Messuages, Farms, Parsonage, Lands, Tenements, Tithes, Hereditaments and Premisses, every or any of them, by virtue of the said recited and abovementioned Indentures and mesne Assignments, every or any of them, or otherwise howsoever, together with the same Indentures and Assignments: To have and to hold the said Manors, Messuages, Farms, Parsonages, Lands, Tenements, Tithes, Hereditaments, and all and singular other the Premisses hereby assigned or mentioned so to be, with their and every of their Appurtenances, unto the said *Andrew Aring*, his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue yet to come and unexpired of the said several Terms of three hundred Years, five hundred Years, three hundred Years, five hundred Years, twenty Years, and twenty Years therein respectively, as fully and effectually to all Intents and Purposes as he the said *Abraham Axted*, his Executors, Administrators or Assigns, could or might have holden or enjoyed the same, if these Presents had not been made, subject nevertheless to such Equity of Redemption as the said *David Dunch*, his Heirs, Executors or Administrators now have or hath, or can or may have therein by virtue of or under the aboveSaid Proviso or Agreement in the said recited Indenture Quadripartite of Assignment of the twenty-seventh Day of *June* 1727 contained for Redemption of the Premisses. And the said *Abraham Axted* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said *Andrew Aring*, his Executors, Administrators and Assigns, that he the said *Abraham Axted* hath not at any Time heretofore done or committed any Act, Matter or Thing whatsoever, whereby or by means whereof the said Manors, Messuages, Farms, Parsonage, Lands, Tenements, Tithes, Hereditaments and Premisses hereby assigned, or mentioned so to be, or any Part thereof, or the said several Terms of Years therein respectively, or any of them, is, are, shall or may be surrendered, forfeited, avoided, or impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. And this Indenture further witnesseth, That for the Considerations aforesaid, and also for and in consideration of the Sum of 10*s.* of like lawful Money to the said *Brian Axted* and Sir *Christopher Clark* in hand paid by the said *Benjamin Berne* and *Charles Crew* at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, they the said *Brian Axted* and Sir *Christopher Clark*, at the Request, and by the Direction and Appointment as well of the said *Abraham Axted* as of the said *David Dunch* (testified severally by their being Parties to and executing these Presents) have, and each of them hath bargained, sold, aliened, released and confirmed, and by these Presents do, and each of them doth bargain, sell, alien, release and confirm unto the said *Benjamin Berne* and *Charles Crew*, their Heirs and Assigns, all and every the Manors or Lordships, Messuages, Lands, Tenements and Hereditaments whatsoever, which in and by the abovementioned Indentures of Lease and Release of the twenty-fourth and twenty-fifth Days of *May* 1725, and Fine in the same Release covenanted to be levied, and the said Indenture Quadripartite of the twenty-seventh of *June* 1727, and Fine therein covenanted to be levied, or any of them, were conveyed and assured, or mentioned or intended to be conveyed and assured, to the Use of the said *Brian Axted* and Sir *Christopher Clark*, their Heirs and Assigns, in Trust for the said *Abraham Axted*, his Executors, Administrators and Assigns as aforesaid, with their and every of their Appurtenances, being the same Manors, Messuages, Lands, Tenements, Hereditaments and Premisses above-

redeemable,

and covenants that he has not incumbered.

And the Trustees for the now Assignor, by Direction of him and the Mortgagor, grant and release to Trustees for the now Assignee.

abovementioned and deſcribed, and comprized in the ſaid four ſeveral Terms of three hundred Years, five hundred Years, three hundred Years and five hundred Years, and all other the Manors, Meſſuages, Lands, Tenements and Hereditaments, in and by the ſaid laſt mentioned Indentures and Fines, or any of them conveyed and aſſured, or mentioned or intended to be conveyed and aſſured to the Uſe of the ſaid *Brian Axted* and Sir *Chriſtopher Clark*, their Heirs, and Aſſigns, in Truſt as aforeſaid, with their Appurtenances (all which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby releaſed or mentioned ſo to be, are now in the actual Poſſeſſion of the ſaid *Benjamin Berne* and *Charles Crew*, by virtue of a Bargain and Sale to them thereof made by the ſaid *Brian Axted* and Sir *Chriſtopher Clark* for the Term of one whole Year, in conſideration of 5*s.* to them paid by the ſaid *Benjamin Berne* and *Charles Crew* in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); And the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever of them the ſaid *Brian Axted* and Sir *Chriſtopher Clark*, or either of them, of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby releaſed or mentioned ſo to be, every or any Part thereof, by virtue of the ſaid laſt mentioned Indentures and Fines, or any of them, or otherwiſe howſoever; To have and to hold the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby releaſed or mentioned ſo to be, with their and every of their Appurtenances, unto the ſaid *Benjamin Berne* and *Charles Crew*, their Heirs and Aſſigns, to the Uſe and Behoof of the ſaid *Benjamin Berne* and *Charles Crew*, and of their Heirs and Aſſigns for ever, in Truſt nevertheleſs for the ſaid *Andrew Aring*, his Executors, Adminiſtrators and Aſſigns, ſubject to ſuch Equity of Redemption as aforeſaid; and the ſaid *Brian Axted* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Benjamin Berne* and *Charles Crew*, their Heirs and Aſſigns, that he the ſaid *Brian Axted* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by means whereof the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby releaſed, or mentioned ſo to be, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate or otherwiſe howſoever; And the ſaid Sir *Chriſtopher Clark* doth hereby for himſelf his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Benjamin Berne* and *Charles Crew*, their Heirs and Aſſigns, that he the ſaid Sir *Chriſtopher Clark* hath not at any Time heretofore done or committed, any Act, Matter or Thing whatſoever, whereby or by means whereof the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby releaſed, or mentioned ſo to be, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate or otherwiſe howſoever. In witneſs, *&c.*

in Truſt for the new Aſſignee, *&c.* redeemable,

they ſeparately covenant that they have not incumbered.

An Aſſignment of a Bond and Judgment to a Truſtee for a Purchaſer to protect a Purchaſe. No. 7.

TO all to whom theſe Preſents ſhall come, *Abel Aſtell* of, *&c.* *Benjamin Aſtell* of, *&c.* his Son, and *Charles Carew* of, *&c.* ſend Greeting. Whereas the ſaid *Abel Aſtell* hath lately ſold unto the Executors of *Peter Lane*, late of, *&c.* Eſq; all his Cottage or Tenement, Parcels of Land and Hereditaments in *Darnton* in the ſaid County of *Glouceſter*, for the Sum or Price of 150*l.* (Part of the perſonal Eſtate of the ſaid *Peter Lane* (in conſideration whereof the ſame Cottage and Premiſſes by Indentures of Leaſe and Releaſe, and Fine in the ſame Releaſe covenanted to be levied, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being Quadripartite, bearing even Date herewith, and made or mentioned to be made between the ſaid *Abel Aſtell* and *Frances* his Wife, of the firſt Part, *George Grey* of the ſecond Part, *Luna Lane*,

A Sale of a Cottage, *&c.* recited,

by Leaſe Releaſe, and Fine,

Widow of the ſaid *Peter Lane*, *Matthew Martin*, Eſq; *Nathaniel Nunn*, Eſq; and *Owen Oram*, Eſq; (the four acting Executors of the ſaid *Peter Lane*) of the third Part, and *Henry Hill*, Eſq; of the fourth Part, are conveyed and aſſured, or mentioned to be conveyed and aſſured unto, and to the Uſe of the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, their Heirs and Aſſignees for ever. And whereas a Judgment was obtained as of this preſent *Eaſter* Term in his Majeſty's Court of King's Bench at *Weſtminſter* againſt the ſaid *Abel Aſtell*, at the Suit of the ſaid *Benjamin Aſtell* for 95 *l.* Debt upon Bond, beſides 63 *s.* Coſts of Suit, as by the Record of the ſaid Judgment may appear; which ſaid Judgment was ſo obtained in the Name of the ſaid *Benjamin Aſtell*, upon the Proſecution, and for the Benefit of the ſaid *Charles Carew*, to whom the ſaid *Benjamin Aſtell* had aſſigned the ſaid Bond on which the ſaid Judgment was grounded, for ſecuring divers Sums of Monies advanced, and lent to or paid for him the ſaid *Benjamin Aſtell* by the ſaid *Charles Carew*. And whereas the ſaid Executors of the ſaid *Peter Lane*, by the Direction and Appointment of the ſaid *Abel Aſtell* have on the Day of the Date hereof, by and out of the ſaid 150*l.* Purchaſe-Money paid and ſatisfied unto the ſaid *Benjamin Aſtell* and *Charles Carew* reſpectively, all Sum and Sums of Money due and owing to them, or either of them, on Security, or by virtue of the ſaid Bond, and Judgment thereupon obtained, or either of them, which they the ſaid *Abel Aſtel*, *Benjamin Aſtel* and *Charles Carew*, do hereby reſpectively own, acknowledge and declare, and thereupon the ſaid *Abel Aſtell* and *Charles Carew* have agreed to aſſign over the ſaid Judgment, and all the Benefit thereof, unto the ſaid *Henry Hill* in Truſt for the ſaid Executors of the ſaid *Peter Lane*, their Heirs and Aſſigns, in Manner herein after expreſſed. Now know ye, that in purſuance of the ſame Agreement, and in conſideration of the Premiſſes, and alſo in conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to the ſaid *Benjamin Aſtell* and *Charles Carew* in hand paid by the ſaid *Henry Hill*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Benjamin Aſtell* and *Charles Carew*, at the Requeſt, and by the Direction of the ſaid *Abel Aſtell* (teſtified by his executing theſe Preſents) have, and each of them hath granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, and each of them doth grant, bargain, ſell, aſſign and ſet over unto the ſaid *Henry Hill*, his Executors, Adminiſtrators and Aſſigns, the ſaid recited Judgment, and all the Benefit thereof, and all Sum and Sums of Money ſecured thereby, or recoverable thereupon, and all Powers and Remedies which they the ſaid *Benjamin Aſtell* and *Charles Carew*, or either of them have, or hath, or ever had for Recovery of the ſame Monies, or for ſuing out Execution upon, or otherwiſe proſecuting the ſaid Judgment; To have, hold, and enjoy the ſaid Judgment, Monies and Premiſſes hereby aſſigned or mentioned ſo to be, and all the Benefit thereof unto the ſaid *Henry Hill*, his Executors, Adminiſtrators and Aſſigns abſolutely for ever, in Truſt nevertheleſs for the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Oram*, their Heirs and Aſſigns, to be by them, or any of them, at all Times hereafter made uſe of for protecting and preſerving the ſaid purchaſed Cottage or Tenement, Parcels of Lands, Hereditaments and Premiſſes of and from all meſne Charges and Incumbrances (if any be). And the ſaid *Benjamin Aſtell* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Henry Hill*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Benjamin Aſtell* hath not at any Time heretofore done or committed, any Act, Matter or Thing whatſoever, by means whereof the ſaid Judgment and Premiſſes hereby aſſigned or mentioned ſo to be, is, are, ſhall or may be aſſigned, diſcharged, vacated or incumbered in any wiſe howſoever (Here inſert the like Covenant from *Charles Carew*, *mutatis mutandis*). In witneſs whereof the ſaid *Abel Aſtell*, *Benjamin Aſtell* and *Charles Carew* have hereunto ſet their Hands and Seals, *&c.*

and a Judgment on Bond obtained againſt the Vendor, by his Son, for the Benefit of a third Perſon,

and that the ſame has been paid out of the Purchaſe-Money,

and that the ſame are agreed to be aſſign'd to a Truſtee for the Purchaſer. The Aſſignment.

and Power to ſue,

in Truſt for the Purchaſer to protect the Purchaſe,

Covenant that it is not vacated, *&c.*

A Transfer (or Aſſignment by Leaſe and Releaſe) of a Mortgage in Fee, by the Purchaſer of the Fee and a Grantee (or Aſſignee) of the former Mortgage to a new Mortgagee (or Aſſignee): With good uſual Covenants; and one ſpecial, againſt Felling Timber in a certain Caſe. N° 8.

THIS Indenture Tripartite, made the tenth Day of *November* in the Year of our Lord 1734, and in the eighth Year of the Reign, &c. between *Alfred Allen* of *Betten* in the Pariſh of *Condale* in the County of *Derby*, Malſter, of the firſt Part, *Edward Eldred* of *Foxend* in the ſaid County of *Derby*, Gent. of the ſecond Part, and *Gilbert Gyles* of *Lincoln's Inn* in the County of *Middleſex*, Eſq; of the third Part. Whereas by Indentures of Leaſe and Releaſe, dated reſpectively on or about the ſixth and ſeventh Days of *January* which was in the Year of our Lord 1723, *Hugh Hulſe* then of *Itton* in the County of *Kent*, Gent. for the Conſiderations therein mentioned did grant and convey the Capital Meſſuage or Farm-Houſe, Cloſes, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, unto, and to the Uſe of *Lambert Lant* of *Moccat* in the County of *Northampton*, Eſq; and *Oliver Lant* of *Purrow* in the County of *Rutland*, Gentleman, their Heirs and Aſſigns, by way of Mortgage in Fee, ſubject to a Proviſo in the ſaid Indenture of Releaſe contained, for Redemption of the Premiſſes on Payment of the Sum of 1200*l.* principal Money, and Intereſt for the ſame, at the Rate of 5*l.* in the Hundred by the Year, by the ſaid *Hugh Hulſe*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Lambert Lant* and *Oliver Lant*, their Executors, Adminiſtrators or Aſſigns, at a Day therein for that Purpoſe limited, and long ſince paſt. And whereas by Indentures of Leaſe and Releaſe dated reſpectively on or about the tenth and eleventh Days of *April* which was in the Year of our Lord 1726, and in the twelfth Year of the Reign of his late Majeſty King *George* the Firſt, the Releaſe being made or mentioned to be made between the ſaid *Lambert Lant* and *Oliver Lant* of the firſt Part, the ſaid *Hugh Hulſe* of the ſecond Part, and the ſaid *Alfred Allen* of the third Part, (reciting in part to the Effect as is herein before recited, and) for the Conſideration in the ſame Indentures mentioned, the ſaid *Lambert Lant* and *Oliver Lant*, by the Direction and Appointment of the ſaid *Hugh Hulſe*, and alſo the ſaid *Hugh Hulſe*, did grant, releaſe and convey all and every the ſaid Capital Meſſuage or Farm-Houſe, Cloſes, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, unto, and to the Uſe of the ſaid *Alfred Allen*, his Heirs and Aſſigns, by way of Mortgage in Fee, ſubject to a Proviſo in the ſaid laſt mentioned Indenture of Releaſe contained, for Redemption of the Premiſſes on Payment of the Sum of 2000*l.* principal Money, and Intereſt for the ſame, at the Rate of 5*l.* in the Hundred by the Year, by the ſaid *Hugh Hulſe*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Alfred Allen*, his Executors, Adminiſtrators or Aſſigns, at certain Days and Times therein for that Purpoſe limited, and long ſince paſt. And whereas by Indenture Tripartite dated on or about the thirteenth Day of the ſaid Month of *April* in the ſaid twelfth Year of the Reign of his ſaid late Majeſty King *George* the Firſt, and made or mentioned to be made between the ſaid *Hugh Hulſe* and *Sophia* his Wife of the firſt Part, the ſaid *Alfred Allen* of the ſecond Part, and *Thomas Tall*, Gent. of the third Part, the ſaid *Hugh Hulſe* did covenant and agree, that he and the ſaid *Sophia* his Wife would before the End of *Eaſter* Term then next levy a Fine unto the ſaid *Thomas Tall* and his Heirs, of all the ſaid Capital Meſſuage or Farm-Houſe, Cloſes, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, which ſaid Fine it was thereby declared ſhould be and enure to the Uſe of the ſaid *Alfred Allen*, his Heirs and Aſſigns for ever, ſubject to the ſaid Proviſo for Redemption in the ſaid laſt recited Indenture of Releaſe contained, as by the ſaid ſeveral recited Indentures and Fine (which was duly levied in purſuance of the ſaid recited Covenant in that Behalf) Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid principal Sum of 2000*l.* or any Part thereof, was not paid unto the

A Mortgage in Fee recited.

Another Mortgage in Fee, (by way of Aſſignment, &c.) by the former Mortgagor and his Mortgagees, to a ſecond Mortgagee for a greater Sum recited.

A Covenant to levy a Fine (by the firſt Mortgagor for ſelf and Wife) to the Uſe of the ſecond Mortgagee (ſubject to Redemption) and the Fine recited.

Recital of what is now due.

the ſaid *Alfred Allen* at the Day in the ſaid laſt recited Proviſo for that Purpoſe limited, nor at any Time ſince, but doth yet remain due and payable, by means whereof the ſaid Eſtate and Intereſt of the ſaid *Alfred Allen* of and in the ſaid mortgaged Premiſſes long ſince became abſolute in Law. And whereas by Indentures of Leaſe and Releaſe dated reſpectively the twelfth and thirteenth Days of *December* which was in the Year of our Lord 1726, the ſaid *Hugh Hulſe* and *Sophia* his Wife, for the Conſiderations therein mentioned, did abſolutely grant, convey and aſſign all and every the ſaid Capital Meſſuage or Farm-Houſe, Cloſes, Lands and Hereditaments herein after granted and releaſed, or mentioned ſo to be, with their Appurtenances, and the Right and Equity of Redemption thereof, unto, and to the Uſe of the ſaid *Edward Eldred*, his Heirs and Aſſigns for ever. And whereas all Intereſt incurred due for the ſaid principal Sum of 2000 *l.* until the Day of the Date hereof hath been duly paid and ſatisfied to the ſaid *Alfred Allen* by the ſaid *Edward Eldred*, ſo that the ſaid principal Sum of 2000 *l.* only, and no more, now remains due and owing to the ſaid *Alfred Allen*, upon his ſaid recited Mortgage and Security which he the ſaid *Alfred Allen* doth hereby own and acknowledge. Now this Indenture witneſſeth, That for and in conſideration of the Sum of 2000 *l.* of lawful Money of *Great Britain* to the ſaid *Alfred Allen* in hand well and truly paid by the ſaid *Gilbert Gyles*, at or before the Sealing and Delivery of theſe Preſents, at the Requeſt, and by the Direction and Appointment, and for the proper Debt of the ſaid *Edward Eldred* (teſtified by his being a Party to and his Sealing and Delivery of theſe Preſents) in full of all Monies now due and owing to the ſaid *Alfred Allen*, upon his ſaid recited Mortgage and Security, the Receipt and Payment of which ſaid Sum of 2000 *l.* accordingly he the ſaid *Alfred Allen* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Gilbert Gyles* and *Edward Eldred*, and each of them, their and each of their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents, and in conſideration of the Sum of 10 *s.* of like Money to the ſaid *Edward Eldred* in hand paid by the ſaid *Gilbert Gyles*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged; the ſaid *Alfred Allen*, at the Requeſt, and by the Direction and Appointment of the ſaid *Edward Eldred* (teſtified as aforeſaid) and alſo the ſaid *Edward Eldred* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Gilbert Gyles*, his Heirs and Aſſigns, all that Capital Meſſuage or Farm-Houſe called *Vam*, or by whatſoever other Name the ſame is or hath been called or known, with all Houſes, Out-Houſes, Dove-Houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Backſides and Hereditaments whatſoever thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying and being in *Itton* aforeſaid in the ſaid County of *Kent*, and now or late in the Tenure or Occupation of *William Wall* his Under-tenants or Aſſigns, and alſo all thoſe ten Acres of Paſture Ground by Eſtimation more or leſs in *Itton* aforeſaid, adjoining or near unto the ſaid Capital Meſſuage, late in the Tenure or Occupation of the ſaid *Hugh Hulſe*, but now of the ſaid *William Wall* his Under-tenants or Aſſigns [*Here follow more Parcels*] And alſo all other the freehold Lands, Meadows, Paſtures, Woods, Wood Grounds, Underwoods, Rents and other Hereditaments whatſoever, late of the ſaid *Hugh Hulſe*, or now of the ſaid *Alfred Allen* and *Edward Eldred*, or either of them in *Itton* aforeſaid, or in any other Town, Pariſh or Place thereunto near or adjoining, with their Appurtenances; and alſo all Timber Trees and other Trees, Woods and Underwoods ſtanding, growing or being, or to ſtand, grow or be upon the ſaid Premiſſes, every or any Part thereof; and alſo all Commons, Common of Paſture for Sheep, and all other commonable Cattle, Ways, Waters, Watercourſes, Hedges, Ditches, Fences, Liberties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatſoever, to the ſaid Capital Meſſuage or Farm-Houſe, Cloſes, Lands, Hereditaments and Premiſſes, every or any Part thereof belonging, or in any wiſe appertaining, or therewith or with any Part thereof uſed, occupied, poſſeſſed or enjoyed (all which ſaid Capital Meſſuage, Cloſes, Lands, Hereditaments and Premiſſes are now in the actual Poſſeſſion of the ſaid *Gilbert Gyles*, by virtue of a Bargain and Sale to him thereof made by the ſaid *Alfred*

Recital that the Fee has been conveyed by Leaſe and Releaſe,

and that the Intereſt has been paid.

The Conſideration. The Mortgage-Money paid by the new Grantee, &c. by Appointment of the Purchaſer.

The Grant, Releaſe, &c.

General Words.

Bargain, &c. for a Year mentioned.

Alfred Allen and *Edward Eldred* for the Term of one whole Year in conſideration of 5*s.* to them paid by the ſaid *Gilbert Gyles*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Alfred Allen* and *Edward Eldred*, and of each or either of them, of, in, to or out of the ſaid Capital Meſſuage, Cloſes, Lands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid capital Meſſuage or Farm-houſe, Cloſes, Lands, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Gilbert Gyles*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Gilbert Gyles*, and of his Heirs and Aſſigns for ever, ſubject nevertheleſs to the Proviſo next herein after contained for Redemption of the ſame Premiſſes; (that is to ſay) Provided always, and it is hereby declared and agreed by and between the ſaid *Gilbert Gyles*, and *Edward Eldred*, That if the ſaid *Edward Eldred*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Gilbert Gyles*, his Executors, Adminiſtrators or Aſſigns, at or in the common Dining Hall of *Lincoln's Inn* aforeſaid in the ſaid County of *Middleſex*, the full and juſt Sum of 2095*l.* of lawful Money of *Great Britain*, without any Deduction or Abatement out of the ſame, or any Part thereof, for or in reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Matter, Cauſe or Thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed, upon the Premiſſes, or any Part thereof, or upon the ſaid *Gilbert Gyles*, his Heirs, Executors, Adminiſtrators or Aſſigns, for or in reſpect thereof, by Authority of Parliament or otherwiſe howſoever, in Manner following (that is to ſay) 47*l.* 10*s.* (Part thereof) upon the eleventh Day of *May* now next enſuing and which will be in the Year of our Lord 1735, and 2047*l.* 10*s.* (Reſidue, and in full Payment of the ſaid Sum of 2095*l.*) upon the eleventh Day of *November* then next enſuing, then and in ſuch Caſe he the ſaid *Gilbert Gyles*, his Heirs or Aſſigns, ſhall and will at any Time or Times then after, upon the Requeſt, and at the Coſts and Charges of the ſaid *Edward Eldred* or his Heirs, reconvey and aſſure the ſaid capital Meſſuage or Farm-Houſe, Cloſes, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto, and to the Uſe of the ſaid *Edward Eldred*, his Heirs and Aſſigns, or as he or they ſhall in that Behalf direct or appoint, free from all Incumbrances, made or done, or to be made or done by the ſaid *Gilbert Gyles*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim, from, by or under him, them or any of them, any thing herein contained to the contrary notwithſtanding. And the ſaid *Edward Eldred* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Gilbert Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns in Manner following, (that is to ſay) that he the ſaid *Edward Eldred*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Gilbert Gyles*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 2095*l.* at ſuch Times and Place, and in ſuch Manner and Form, as are herein beforementioned for Payment thereof, without any Deduction or Abatement out of the ſame, or any Part thereof, for Taxes or otherwiſe as aforeſaid, according to the Purport of the ſaid Proviſo herein before contained for Payment thereof, and the true Intent and Meaning of theſe Preſents. And further, that the ſaid *Gilbert Gyles*, his Heirs and Aſſigns, ſhall or lawfully may from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 2095*l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid capital Meſſuage or Farm-houſe, Cloſes, Lands, Hereditaments and Premiſſes, with their Appurtenances, and receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the

General Words.

Habendum to the now Grantee, &c. in Fee, ſubject to Redemption.

The Proviſo for that Purpoſe.

Covenant for Payment of the Mortgage Money.

And for Entry, &c. by the Mortgagee in default of Payment.

and Enjoyment free from Incumbrances.

the ſaid *Edward Eldred*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever, and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Edward Eldred*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs, and indemnified of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Wills, Truſts, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Edward Eldred*, his Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever. And moreover, That he the ſaid *Edward Eldred* and his Heirs, and all other Perſons having, or lawfully claiming, or which ſhall or may have, or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid capital Meſſuage or Farm-Houſe, Cloſes, Lands, Hereditaments and Premiſſes, or any Part thereof, ſhall and will from Time to Time, and at all Times, from and after Default ſhall happen to be made, of or in Payment of the ſaid Sum of 2095 *l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Meaning of theſe Preſents, upon every reaſonable Requeſt, and at the Coſts and Charges of the ſaid *Gilbert Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe to be made, done and executed, all ſuch further and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect, and abſolute granting, conveying and aſſuring of the ſaid Capital Meſſuage or Farm-Houſe, Cloſes, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto, and to the Uſe of the ſaid *Gilbert Gyles*, his Heirs and Aſſigns, freed and abſolutely diſcharged of and from the ſaid laſt mentioned Proviſo or Agreement for Redemption of the Premiſſes, and all Equity thereupon, as by the ſaid *Gilbert Gyles*, his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required. And it is hereby declared and agreed by and between the ſaid *Gilbert Gyles* and *Edward Eldred*, that in the mean Time, and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 2095 *l.* or ſome Part thereof, contrary to the Form and Effect of the ſaid Proviſo and Covenant for Payment of the ſame, and the true Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *Edward Eldred* and his Heirs, peaceably and quietly to have, hold and enjoy the Capital Meſſuage or Farm-Houſe, Cloſes, Lands, Hereditaments and Premiſſes, and to receive and take the yearly Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble or Interruption, of or by the ſaid *Gilbert Gyles*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under them, or any of them. And the ſaid *Alfred Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Gilbert Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Alfred Allen* hath not heretofore done or committed, any Act, Matter or Thing whatſoever, whereby or by means whereof the Premiſſes, or any Part of, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. And laſtly, The ſaid *Edward Eldred* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Gilbert Gyles*, his Heirs, Executors, Adminiſtrators and Aſſigns, that for ſo long Time as the ſaid principal Sum of 2000 *l.* ſo now lent and advanced by the ſaid *Gilbert Giles*, on Security of the ſaid Capital Meſſuage, Cloſes, Lands, Hereditaments and Premiſſes as aforeſaid, or any Part thereof (over and above the Sum of 1000 *l.*) ſhall remain due and owing thereupon unto the ſaid *Gilbert Gyles*, his Executors, Adminiſtrators or Aſſigns, he the ſaid *Edward Eldred*, his Heirs or Aſſigns ſhall not, nor will (without the Conſent and Approbation of the ſaid *Gilbert Gyles* firſt thereunto had and obtained in Writing under his or their Hand and Seal, or Hands and Seals) cut down, fell, ſell or diſpoſe of any Wood, Timber Trees, or other Trees off or from the ſaid Cloſes,

And for further Aſſurances, after Default of Payment,

without Redemption.

Agreement that until Default of Payment the Mortgagor ſhall enjoy.

The former Mortgagee covenants that he hath not incumbered.

Covenant by the Mortgagor that he will not cut Timber while a certain Sum is unpaid, without the Conſent of the Mortgagee,

Lands, Hereditaments and Premiſſes, or any Part thereof (other than ſuch Wood, Timber, or other Trees only as ſhall or may from Time to Time be employed or made uſe of for, in or about the neceſſary Repairs of the ſaid Capital Meſſuage, Hereditaments and Premiſſes, or ſome Part thereof). In witneſs, *&c.* and except for Repairs.

An Aſſignment by Indorſement of a Mortgage in Truſt for a Purchaſer to protect, &c. *he having brought the Money before a Maſter in Chancery under a Decree there.* N° 9.

WHEREAS the Sum of 1200*l.* principal Money within mentioned to be ſecured was not paid at the Day and Time in and by the within written Indenture for that Purpoſe limited and appointed, nor at any Time ſince, but doth yet remain due and payable, by means whereof the Term, Eſtate and Intereſt of the within named *Adam Archer* and *Benedict Bigg* of and in the Meſſuages, Lands, Tenements and Hereditaments within mentioned to be demiſed and limited is become abſolute in Law. And whereas all Intereſt for the ſaid Sum of 1200*l.* principal Money is paid to the Date hereof. And whereas Sir *Caleb Carr* of *Down-hill* in the County of *Eſſex*, Knt. hath lately contracted and agreed with the within named Sir *Fulk Fiſh* and *Guy Fiſh* for the abſolute Purchaſe of the ſaid Meſſuages, Lands, Tenements and Hereditaments (*inter alia*) for the Sum of 16900*l.* of lawful Money of *Great Britain*, in conſideration whereof the ſaid Meſſuages, Lands and Hereditaments are *(inter alia)* by Indenture of Bargain and Sale bearing Date the twelfth Day of this Inſtant *July*, and inrolled or intended to be inrolled in Chancery, and made or mentioned to be made between the ſaid Sir *Fulk Fiſh* and *Helena* his Wife, and *Guy Fiſh* of the Firſt Part, the ſaid Sir *Caleb Carr* of the ſecond Part, and *John Jenks* of *Lincoln's Inn* in the County of *Middleſex*, Eſq; of the third Part, and Fine and Recovery therein covenanted to be levied and ſuffered, conveyed or intended to be conveyed unto, and to the Uſe of the ſaid Sir *Caleb Carr*, his Heirs and Aſſigns. And whereas the ſaid Sir *Caleb Carr* hath by the Direction and Appointment of the ſaid Sir *Fulk Fiſh* and *Guy Fiſh*, and with the Privity and Conſent of the ſaid *Adam Archer* and *Benedict Bigg*, teſtified by their ſeverally Signing and Sealing of theſe Preſents on the Day of the Date hereof, by and out of the ſaid 16900*l.* Purchaſe-Money brought before and paid to the within named *Robert Holford*, one of the Maſters of the High Court of Chancery, for the Purpoſes mentioned in the within recited Decree, the Sum of 1200*l.* of lawful Money of *Great Britain*, in full Payment and Diſcharge of all principal Monies and Intereſt now due and owing upon the ſaid Mortgage and Security, as by the ſaid Maſter's Certificate may appear. Now know all Men by theſe Preſents, that in conſideration of the ſaid Sum of 1200*l.* ſo brought before and paid to the ſaid *Robert Holford*, the ſaid Maſter as aforeſaid, and in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to the ſaid *Adam Archer* and *Benedict Bigg* in hand paid by Sir *Kenelm Kirby* of *Loke* in the County of *Middleſex*, Baronet, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Adam Archer* and *Benedict Bigg*, at the Requeſt and by the Direction and Appointment of the ſaid *Fulk Fiſh* and Dame *Helena* his Wife, and *Guy Fiſh*, teſtified as aforeſaid, have, and each of them hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, and each of them doth bargain, ſell, aſſign and ſet over unto the ſaid Sir *Kenelm Kirby*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Meſſuages, Lands, Tenements and Hereditaments within mentioned to be demiſed and limited, with their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid *Adam Archer* and *Benedict Bigg*, and of each and either of them, of, in, to or out of the ſame Premiſſes, or any Part or Parcel thereof, by Force or Virtue of the within written Indenture and Fine therein covenanted to be levied, or either of them, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby or mentioned to be hereby aſſigned, with their Appurtenances, unto the ſaid Sir *Kenelm Kirby*, his Executors,

Recital that the Mortgage-Money has not been paid,

and of the Payment of Intereſt and of the Agreement for the Purchaſe; and of a Deed of Bargain, *&c.* to be inrolled,

and Fine and Recovery to be levied, *&c.*

And that the Purchaſer hath (by Conſent) brought the Mortgage-Money before a Maſter in Chancery;

his Certificate mentioned.

In conſideration of the Mortgage-Money, the Truſtees and *Ceſtuy que Truſt* and his Wife

aſſign to a Truſtee for the Purchaſer.

Habendum.

in Truſt

Adminiſtrators and Aſſigns, from henceforth, for all the now Reſidue of the within mentioned Term of five hundred Years therein, in Truſt nevertheleſs for the ſaid Sir *Caleb Carr*, his Heirs and Aſſigns, and to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes (*inter alia*) conveyed, or intended to be conveyed to him and them as aforeſaid, to the end to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any ſuch there be); And each of them the ſaid *Adam Archer* and *Benedict Bigg* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid Sir *Kenelm Kirby*, his Executors and Adminiſtrators, that he hath not at any Time heretofore done or committed, any Act, Matter or Thing whatſoever, whereby the Premiſſes mentioned to be hereby aſſigned, or any of them, or any Part thereof, or the ſaid Term of five hundred Years therein is, are or ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered in Title, Charge or Eſtate, or otherwiſe howſoever. In witneſs whereof the ſaid *Adam Archer* and *Benedict Bigg*, Sir *Fulk Fiſh* and *Guy Fiſh*, have hereunto ſet their Hands and Seals this twenty-ſixth Day of *July* in the Year of our Lord Chriſt 1724.

to protect, &c.

The former Truſtees covenant they have not incumbered.

N° 10. *A* Feme Sole *who is a Mortgagee for Years (being paid her Money) by Direction of the Mortgagor, aſſigns over her Mortgage-Term, to a Truſtee of a new Mortgagee (of the ſame and other Lands) in Fee, to ſecure the Payment of the new Mortgage-Money, being a greater Sum; and then to attend the Inheritance, and ſhe covenants that ſhe hath not done any Thing to forfeit or incumber the Term.*

THIS Indenture Quadrupartite, made the tenth Day of *May* 1732, and in the third Year of the Reign, &c. between *Amy Arnley* of, &c. Widow, of the firſt Part, *Baſil Bourne* of, &c. Eſq; of the ſecond Part, *Charles Crew* of *London*, Eſq; of the third Part, and *David Den* of *London*, Gent. of the fourth Part. Whereas by Indenture bearing Date on or about the tenth Day of *October* 1729, the ſaid *Baſil Bourne*, in conſideration of the Sum of 1200*l.* therein mentioned to be to him paid by the ſaid *Amy Arnley*, did demiſe, grant, bargain and ſell unto her the ſaid *Amy Arnley*, all thoſe the Manors called *Exton* and *Fernley*, with their Rights, Members and Appurtenances in *Gaybon* aforeſaid, or by whatſoever other Names the ſame, or any of them, then or at any Time thentofore were called or known, and all that Capital Meſſuage or Farm called *Hayton Farm* in *Gaybon* aforeſaid, then in the Poſſeſſion of *John Jones*, and all Houſes, Edifices, Buildings, freehold Lands, Meadows, Paſtures, Coppices, Woods, Underwoods, Commons, Ways, Eaſements, and Appurtenances whatſoever to the ſaid Manors, Capital Meſſuage and Farm belonging or any wiſe appertaining, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes; and all the Eſtate, Right, Title, Claim and Demand whatſoever of him the ſaid *Baſil Bourne*, of, in, to and out of the ſaid Premiſſes, every or any Part thereof; To hold unto the ſaid *Amy Arnley*, her Executors, Adminiſtrators and Aſſigns, from thenceforth, for the Term of one thouſand Years, without Impeachment of Waſte, under a Proviſo to be void on Payment of the Sum of 1200*l.* principal Money, and Intereſt for the ſame, at the Rate of 5*l. per Cent. per Annum*, by the ſaid *Bazil Bourne*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Amy Arnley*, her Executors, Adminiſtrators or Aſſigns, at the Days and Times therein for that Purpoſe limited and ſince paſt, as by the ſaid recited Indenture, Relation being thereunto had, may more fully appear. And whereas the ſaid Sum of 1200*l.* principal Money, or any Part thereof, was not paid at the Day in the ſaid recited Proviſo for that Purpoſe limited, nor at any Time ſince, but doth yet wholly remain due and payable, by means whereof the ſaid Term and Eſtate of the ſaid *Amy Arnley* of and in the ſaid mortgaged Premiſſes became abſolute in Law. And whereas all Intereſt for the ſaid Sum of 1200*l.* principal Money hath been duly paid by the ſaid *Baſil Bourne* unto the ſaid *Amy Arnley* until the Day of the Date hereof. Now this Indenture witneſſeth, That for and in conſideration

The Mortgage for Years recited.

and that the principal Money has not been paid,

but the Intereſt has been paid.

of the Sum of 1200*l.* of lawful Money of *Great Britain* to the ſaid *Amy Arnley*, at the Requeſt, and by the Direction and Appointment of the ſaid *Baſil Bourne* in hand well and truly paid by the ſaid *Charles Crew*, at or before the Enſealing and Delivery of theſe Preſents, in full for all Monies now due and owing to the ſaid *Amy Arnley* upon her ſaid recited Mortgage and Security, the Receipt and Payment of which ſaid Sum of 1200*l.* accordingly ſhe the ſaid *Amy Arnley* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Charles Crew* and *Baſil Bourne*, and each of them, their and each of their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents (which ſaid Sum of 1200*l.* is the ſame Sum of 1200*l.* mentioned to be paid by the ſaid *Charles Crew* to the ſaid *Amy Arnley* in and by one Indenture Tripartite of Releaſe bearing even Date herewith, and made or mentioned to be made between *Leonard Lane*, Eſq; of the firſt Part, the ſaid *Baſil Bourne* of the ſecond Part, and the ſaid *Charles Crew* of the third Part, purporting a Grant and Conveyance of the ſaid Manors, Capital Meſſuage, Lands, Hereditaments and Premiſſes, together with divers other Manors, Lands and Hereditaments therein mentioned, unto, and to the Uſe of the ſaid *Charles Crew*, his Heirs and Aſſigns, by way of Mortgage, ſubject to a Proviſo for Redemption therein contained, on Payment of the Sum of 4000*l.* by the ſaid *Baſil Bourne*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Charles Crew*, his Executors, Adminiſtrators or Aſſigns, upon the tenth Day of *June* next enſuing the Date of the ſame Releaſe, and of theſe Preſents); And in conſideration of the Sum of 5*s.* of like Money to the ſaid *Amy Arnley* in hand paid by the ſaid *David Den*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Amy Arnley*, at the Requeſt, and by the Direction and Appointment of the ſaid *Baſil Bourne* (teſtified by his being a Party to and his Sealing and Delivery of theſe Preſents) hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth (at the Nomination of the ſaid *Charles Crew*) bargain, ſell, aſſign and ſet over unto the ſaid *David Den*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Manors, Capital Meſſuage, Lands and Hereditaments herein beforementioned, and all and ſingular other the Premiſſes in and by the ſaid recited Indenture demiſed and granted, or mentioned or intended ſo to be, with their and every of their Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of her the ſaid *Amy Arnley*, of, in, to or out of the ſaid Manors, Capital Meſſuage, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby aſſigned, or any of them, or any Part thereof, by Force or Virtue of the ſaid recited Indenture, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Manors, Capital Meſſuage, Lands, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *David Den*, his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the now Reſt and Reſidue of the ſaid Term of one thouſand Years therein, in Truſt in the firſt Place for the ſaid *Charles Crew*, his Executors, Adminiſtrators and Aſſigns, for the further and better ſecuring to him and them the Payment of the ſaid Sum of 4000*l.* upon the ſaid tenth Day of *June* next enſuing the Date of theſe Preſents, according to the Purport, true Intent and Meaning of the ſaid Proviſo, in the ſaid Indenture of Releaſe contained, and after Payment thereof, in Truſt to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame Manors, Capital Meſſuage, Lands, Hereditaments and Premiſſes: And the ſaid *Amy Arnley* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *David Den*, his Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *Amy Arnley* hath not any Time heretofore done, committed, or wittingly or willingly ſuffered, any Act, Matter or Thing whatſoever, by means whereof the ſaid hereby aſſigned Premiſſes, or any Part thereof, or the ſaid Term of one thouſand Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. In witneſs, *&c.*

The Aſſignment to the Truſtee by Direction of the Mortgagor, the old Mortgage-Money being now paid by the new Mortgagee.

Reference to the new Mortgage-Deed.

The Truſt.

Covenant that ſhe has not forfeited or incumbered.

See **Mortgages, Truſts.**

Aſſignments of Terms and Leaſe-hold Intereſts.

No 1. *An Aſſignment of a College Leaſe with Licence of the Leſſors.*

THIS Indenture, made the fifteenth Day of *Auguſt Anno Domini* 1722, and in the ninth Year of the Reign, *&c.* between *Anne Arneley* of, *&c.* Widow, of the one Part, and *Benjamin Bingley* of, *&c.* Eſq; of the other Part.

A College Leaſe recited. Whereas [*Here inſert the Name of Incorporation*] by their Indenture under their Common Seal, bearing Date the third Day of *January* which was in the Year of our Lord 1718, for the Conſiderations therein mentioned, did with one Aſſent and

The Parcels. Conſent demiſe, grant, and to Farm let, unto the ſaid *Anne Arnely*, all that their Rectory and Parſonage of *Caxton* in the ſaid County of *Eſſex*, together with the Barn covered with Tiles, and a Garden Plot called *Fern Lands*, with the Appurtenances; And alſo the Tithes of all Manner of Corn, Grain and Hay, and all other manner of Tithes belonging, or which of Right ought to belong unto the ſaid Church and Parſonage of *Caxton*, with the Appurtenances, with free Entry, Egreſs and Regreſs coming in and going out into and from the ſaid Barn, at both Sides, at all Times, and as often, and when Neceſſity and convenient Occaſion

with Exception of an Advowſon. ſhould be (except unto the ſaid Maſter, Fellows and Scholars, and their Succeſſors, the Advowſon and Patronage of the Vicarage of *Caxton* aforeſaid, with the Courts and Profits thereof, and the Tithe Corn and Grain which ſhould grow upon the Ground, which the Vicar of *Caxton*, then held of the ſaid Maſter, Fellows and

Habendum, Scholars in the Pariſh and Fields of *Caxton* aforeſaid;) To hold unto the ſaid *Anne Arneley*, her Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *Michael* the Archangel then laſt paſt before the Date thereof, for the Term of nineteen

Reddendum, Years; yielding, paying and delivering therefore yearly, during all the ſaid Term, unto the ſaid Maſter, Fellows and Scholars, and their Succeſſors, at the ſaid College, to the Hands of their Treaſurer, at *Lady Day* and *Michaelmas*, by even and equal Portions, as well the yearly Sum of 15*l.* current Money of *Great Britain*, as alſo eight Quarters, five Buſhels, and one Peck of good and merchantable Wheat, and eleven Quaters and four Buſhels and two Pecks of good and merchantable Malt of Barley, or for Default of Delivery of the ſaid Wheat and Malt, at the Election of the ſaid *Anne Arneley*, her Executors, Adminiſtrators and Aſſigns, to pay in lieu thereof in Manner aforeſaid, ſo much lawful Money of *Great Britain*, after the Rate and Price as the beſt Wheat and Malt in the Market of *Cambridge* ſhould be ſold the next Market-Day before the ſaid Rent of Wheat and Malt ſhould be due, without Fraud

and a Proviſo not to aſſign without Licence. and Covin. In which ſaid recited Indenture is contained (among others) a Proviſo, that it ſhould not be lawful for the ſaid *Anne Arneley*, her Executors, Adminiſtrators or Aſſigns, to alienate or aſſign her ſaid Leaſe and Term of Years in the Premiſſes, or any Part thereof, to any Perſon or Perſons without the Licence of the ſaid Maſter, Fellows and Scholars, or their Succeſſors, to be had and obtained in ſuch

The Licence had. Manner as therein is mentioned. Now this Indenture witneſſeth, That by Force and Virtue of the ſpecial Licence of the ſaid Maſter, Fellows and Scholars to the ſaid *Anne Arneley*, granted by Deed Poll in Writing under their Common Seal,

The Conſideration. bearing even Date with the ſaid recited Indenture; And for and in conſideration of a competent Sum of lawful Money of *Great Britain* to the ſaid *Anne Arneley* in hand paid by the ſaid *Benjamin Bingley*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof ſhe the ſaid *Anne Arneley* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Benjamin Bingley*, his Executors, Adminiſtrators and

The Aſſignment. Aſſigns, and every of them, for ever by theſe Preſents, ſhe the ſaid *Anne Arneley* hath granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Benjamin Bingley*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Rectory and Parſonage,

Parſonage, Barn, Garden Plot, Tithes, Hereditaments and Premiſſes, in and by the ſaid recited Indenture demiſed and granted, or mentioned or intended to be thereby demiſed or granted, with their and every of their Appurtenances (except as in the ſaid Indenture of Leaſe is mentioned to be excepted) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Right and Benefit of Renewal, Claim and Demand whatſoever, both in Law and Equity, of her the ſaid *Anne Arneley*, of, in, to or out of the ſaid Rectory and Parſonage, Barn, Garden Plot, Tithes, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, by force or virtue of the ſaid recited Indenture of Leaſe or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Rectory and Parſonage, Barn, Garden Plot, Tithes, Hereditaments, and all and ſingular other the Premiſſes mentioned, or intended to be hereby aſſigned, with their and every of their Appurtenances (except before excepted) unto the ſaid *Benjamin Bingley*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of nineteen Years therein (ſubject to the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and which from henceforth are to be paid, done and performed); And the ſaid *Anne Arneley* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe, and agree to and with the ſaid *Benjamin Bingley*, his Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, that (for and notwithſtanding any Act, Matter or Thing by her the ſaid *Anne Arneley* done, committed, or wittingly or willingly ſuffered to the contrary) the ſaid recited Indenture of Leaſe is a good and ſufficient Demiſe and Leaſe valid in the Law, of and for the ſaid Rectory and Parſonage, Barn, Garden Plot, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby aſſigned, not forfeited, ſurrendered, or otherwiſe avoided or avoidable; And alſo that ſhe the ſaid *Anne Arneley* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) hath at the Time of the Enſealing and Delivery of theſe Preſents in herſelf good Right, full Power, and lawful and abſolute Authority, to bargain, ſell and aſſign the ſaid Rectory and Parſonage, Barn, Garden Plot, Tithes, Hereditaments, and other the Premiſſes mentioned, or intended to be hereby aſſigned, with their Appurtenances, unto the ſaid *Benjamin Bingley*, his Executors, Adminiſtrators and Aſſigns, for all the now Reſidue of the ſaid Term of nineteen Years therein; And further, that it ſhall and may be lawful to and for the ſaid *Benjamin Bingley*, his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times hereafter during the Continuance of the ſaid Term of nineteen Years, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Rectory and Parſonage, Barn, Garden Plot, Tithes, Hereditaments, and other the Premiſſes mentioned, or intended to be hereby aſſigned, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, for and during all the Reſidue yet to come and unexpired of the ſaid Term of nineteen Years therein, without the lawful Suit, Trouble or Interruption of or by the ſaid *Anne Arneley*, her Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for her, them, or any of them; And that free from and againſt all and ſingular former and other Grants, Bargains, Sales, Aſſignments, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Anne Arneley*, her Executors, Adminſtrators or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim, any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Rectory and Parſonage, Tithes and other the Premiſſes mentioned or intended to be hereby aſſigned, or any of them, or any Part thereof, from, by or under, or in Truſt for her, them, or any of them (the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and which are from henceforth to be paid, done and performed, only excepted). And moreover, that ſhe the ſaid *Anne Arneley*, her Executors and Adminiſtrators, and all and every other Perſon and Perſons having, or lawfully claiming, or which ſhall or may have, or lawfully claim any Eſtate,

Habendum.

Covenant by the Aſſignor that ſhe has not incumbered.

and hath Power to aſſign,

and for quiet Enjoyment,

free from Incumbrances,

and for further Aſſurances.

Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſaid Rectory and Parſonage, Tithes, Hereditaments, and other the Premiſſes mentioned, or intended to be hereby aſſigned, or any of them, or any Part thereof, from, by or under, or in Truſt for her, them, or any of them, ſhall and will from Time to Time, and at all Times hereafter, during the Continuance of the ſaid Term of nineteen Years, upon every reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *Benjamin Bingly*, his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe to be made, done and executed all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Conveyances and Aſſurances in the Law whatſoever, for the further and better aſſigning and conveying of the ſaid Rectory and Perſonage, Tithes, Hereditaments, and other the Premiſſes mentioned or intended to be hereby aſſigned, with their Appurtenances, unto the ſaid *Benjamin Bingley*, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſidue which ſhall be then to come and unexpired of the ſaid Term of nineteen Years therein, as by the ſaid *Benjamin Bingley*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or larger Covenants in Extent than are in theſe Preſents contained; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof to go or travel above five Miles from his, her or their reſpective Dwellings or Places of Abode. In witneſs, *&c.*

Nº 2. *Aſſignment of a Term to raiſe Portions*, &c. *(which were charged by a Settlement and Will of the Anceſtor, and have been all paid off) to Truſtees for the Benefit of the Daughters, there not having been a Son*, &c.

THIS Indenture Tripartite, made the fifteenth Day of *May Anno Domini* 1725, and in the eleventh Year of the Reign, *&c.* between *Aaron Arne* of, *&c.* Eſq; and Dame *Bethia Briggs* of, *&c.* Widow, the ſurviving acting Truſtees and Executors of Sir *Charles Briggs* late of, *&c.* Baronet, deceaſed, late Huſband of the ſaid Dame *Bethia Briggs*, of the firſt Part, *Dorothy Dunn*, Wife of *Edward Dunn*, junior, of, *&c.* Eſq; the Reverend *Francis Ferne*, Doctor in Divinity, *&c.* Truſtee for and on Behalf of the ſaid *Dorothy Dunn*, *George Gregg* of, *&c.* Eſq; and *Hannah* his Wife, Sir *John Jones* of, *&c.* Baronet, and Dame *Leonora* his Wife, and *Martha Briggs* of, *&c.* Spinſter (which ſaid *Dorothy Dunn*, *Hannah* Wife of the ſaid *George Gregg*, Dame *Leonora* Wife of the ſaid Sir *John Jones*, and *Martha Briggs*, are the four Daughters and Coheirs of the ſaid Sir *Charles Briggs*) of the ſecond Part, and *Nathaniel Nunn* of, *&c.* Eſq; and *Oliver Orton* of, *&c.* Eſq; of the third Part. Whereas in and by certain Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the fifteenth and ſixteenth Days of *May* which was in the Year of our Lord 1705, and made or mentioned to be made between the ſaid Sir *Charles Briggs* of the one Part, and *Peter Arne* then of, *&c.* Eſq; deceaſed, the ſaid *Aaron Arne* Party hereunto, by the Name of *Aaron Arne*, Son and Heir of the ſaid *Peter Arne*, Sir *Paul Quin*, of, *&c.* Baronet, *Robert Rolt* the Younger of, *&c.* Eſq; *Samuel Sams* then of, *&c.* Eſq; (ſince alſo deceaſed) *Thomas Tite* then of, *&c.* Clerk (ſince alſo deceaſed) the ſaid Dame *Bethia Briggs* then Wife, and now the Widow and Relict of the ſaid Sir *Charles Briggs*, of the other Part, for the Conſideration therein mentioned, the ſaid Sir *Charles Briggs* did grant, bargain, ſell, releaſe and confirm unto the ſaid *Peter Arne*, *Aaron Arne*, Sir *Paul Quin*, *Robert Rolt*, *Samuel Sams*, *Thomas Tite*, and Dame *Bethia Briggs*, and their Heirs, all that Barton and Farm called, or commonly known by the Name of *Venge*, then in the Poſſeſſion of *Valentine Ven*, his Aſſigns or Under-tenants; all that Barton or Farm called *Warnton* in the Pariſh of *Xenton*, then in the Poſſeſſion of *William Wines* or his Aſſigns; all that Moiety of one Meſſuage and Tenement called *Yarley* in *Xenton* aforeſaid, then in the Poſſeſſion of *Xerxes Xell* or his Aſſigns; all that the Barton or Farm of *Zouch* in the Pariſh of *Amford*, then in the Poſſeſſion of *Zachary Zell* and *Zara Zant*, and their Under-tenants.

Indentures of Leaſe and Releaſe recited,

whereby Manors, *&c.* were conveyed in Fee to Truſtees.

[*Here follow many more Parcels.*] All that Annuity or yearly Rent-Charge of 4*s.* yearly iſſuing out of the Tenement called *Caton* in *Amford*; All that Meſſuage and Tenement in *Amford* aforeſaid, called or commonly known by the Name of *Deton*, then or then late in the Poſſeſſion of *Daniel Ducy*. [*Here follow ſeveral other Parcels.*] All thoſe the Rectories and Tithes of *Yarley* and *Gonly* in the County of *Hants*; And all thoſe the Meſſuages, Lands, Tenements, Cottages and Hereditaments whatſoever of him the ſaid Sir *Charles Briggs*, ſituate, lying and being in the County of *Hants*, whereof or wherein the ſaid Sir *Charles Briggs* was then poſſeſſed of any Eſtate of Inheritance in Fee-ſimple; And the Reverſion and Reverſions, Remainder and Remainders, Rents and Services of the ſame; To hold unto the ſaid *Peter Arne* deceaſed, *Aaron Arne*, Sir *Paul Quin*, *Robert Rolt*, *Samuel Sams*, *Thomas Tite*, and Dame *Bethia Briggs*, and their Heirs for ever, to the Uſe of the ſaid Sir *Charles Briggs* for the Term of his natural Life without Impeachment of Waſte, and from and immediately after his Deceaſe, to the Uſe of the ſaid *Peter Arne*, *Aaron Arne*, Sir *Paul Quin*, *Robert Rolt*, *Samuel Sams*, *Thomas Tite*, and Dame *Bethia Briggs*, and the Survivors and Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, for the Term of three hundred Years then next and immediately following fully to be compleat and ended, for ſuch Truſts, Uſes, Intents and Purpoſes as are therein, and in part herein after expreſſed and declared; the Remainder to the Heirs Male of the Body of the ſaid Sir *Charles Briggs*; and for Default of ſuch Iſſue then to the Uſe and Behoof of the Daughters of the ſaid Sir *Charles Briggs* begotten and to be begotten, and for Default of ſuch Iſſue then to the Uſe and Behoof of the right Heirs of the ſaid Sir *Charles Briggs* for ever. In which ſaid Indenture of Releaſe the ſaid Term of three hundred Years is declared to be upon the Truſt following; that is to ſay, That they the ſaid *Peter Arne*, *Aaron Arne*, Sir *Paul Quin*, *Robert Rolt*, *Samuel Sams*, *Thomas Tite*, and Dame *Bethia Briggs*, the Truſtees in the ſame Indenture named, and the Survivors and Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhould by and out of the Rents, Iſſues and Profits of the Premiſſes, and by Leaſing, Mortgaging or Selling of the ſame, or any Part thereof, for all or any Part of the ſaid Term, raiſe and levy the Sum of 4000 *l.* to and for the Uſe of the ſaid *Hannah* now Wife of the ſaid *George Gregg* (then *Hannah Briggs*, the ſecond Daughter of the ſaid Sir *Charles Briggs*) for her Portion; and the Sum of 4000 *l.* to and for the Uſe of the ſaid Dame *Leonora*, now Wife of the ſaid Sir *John Jones* (then *Leonora Briggs*, the third Daughter of the ſaid Sir *Charles Briggs*) for her Portion, and the Sum of 4000 *l.* to and for the Uſe of the ſaid *Martha Briggs*, the fourth Daughter of the ſaid Sir *Charles Briggs*, for her Portion, to be paid unto them at their reſpective Ages of eighteen Years, together with ſuch Maintenances for them in the mean Time, as in the ſame Indenture are for that Purpoſe mentioned; and alſo ſhould and might by the like Ways and Means as aforeſaid, raiſe, levy and pay ſuch Sum and Sums of Money for the reſpective Portion and Portions, and Maintenance of all and every other Daughter and Daughters which the ſaid Sir *Charles Briggs* ſhould at any Time then after happen to have born, as were therein in that Behalf mentioned and directed; and alſo ſhould and might, by the like Ways and Means as aforeſaid, raiſe, levy and pay all and every ſuch further Sum and Sums of Money to ſuch Perſon or Perſons, and to and for ſuch Uſes, Intents and Purpoſes as the ſaid Sir *Charles Briggs*, by any Deed or Writing under his Hand and Seal, to be atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, ſhould direct or appoint; in and by which ſaid recited Indenture of Releaſe it was (among other Things) provided that the ſaid laſt named Truſtees, and the Survivors or Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhould and might from Time to Time after the Deceaſe of the ſaid Sir *Charles Briggs*, until the Inheritance of the Premiſſes ſhould come into or be veſted in ſome Perſon or Perſons who ſhould have attained his, her or their Age or Ages of twenty-one Years, make and grant ſuch Leaſes of the Premiſſes, or any Part thereof, as are therein in that Behalf mentioned, being the like Leaſes as are herein after excepted; and it was thereby further provided, that the ſame Truſtees, and the Survivors and Survivor of them ſhould, out of the Rents, Iſſues and Profits of the Premiſſes, pay and diſcharge all the juſt Debts of the ſaid Sir *Charles Briggs*; And

Habendum to the Uſe of the Grantor for Life *ſans Waſte*;

Remainder to the Uſe of Truſtees for a long Term to Uſes after declared, Remainder to the Heirs Male of the Body of Grantor; Remainder to his Daughters; Remainder to his right Heirs.

The Truſt of the Term.

to raiſe Portions for his ſecond, third, and fourth Daughters.

Payable at Eighteen, and Maintenances, and Portions for Daughters to be born,

and other Sums as he ſhould appoint.

with Power to the Truſtees to make Leaſes (within a particular Time),

and to pay his Debts,

it

and then the Term to attend the Inheritance,

it was thereby declared and agreed, that after Performance of the Truſts aforeſaid, the ſaid Term of three hundred Years ſhould wait and attend upon the Inheritance of the Premiſſes; as by the ſaid recited Indentures, Relation being thereunto reſpectively had, may more at large appear. And whereas the ſaid Sir *Charles Briggs* did in and by his laſt Will and Teſtament in Writing, bearing Date on or about the twenty-fifth Day of *May* which was in the Year of our Lord 1707, (among other Things therein contained) give, deviſe and bequeath unto his ſaid Daughters, *Hannah* the now Wife of the ſaid *George Gregg*, Dame *Leonora* the now Wife of the ſaid Sir *John Jones*, and *Martha Briggs*, the Sum of 400 *l.* each, to be raiſed by his ſaid Truſtees for them over and above the aforeſaid Portions of 4000 *l.* a-piece, and of his ſaid Will made and appointed the ſame Truſtees, Executors in Truſt, as by the ſaid in part recited Will, Relation being thereunto had, may (among other Things therein contained) more at large appear. And whereas the ſaid Sir *Charles Briggs*, ſoon after the making of his ſaid recited Will, departed this Life without Iſſue Male, leaving only his ſaid four Daughters, the ſaid *Dorothy Dunn*, (his only Daughter by his firſt Wife) the ſaid *Hannah* Wife of the ſaid *George Greggs*, the ſaid Dame *Leonora* Wife of the ſaid Sir *John Jones*, and the ſaid *Martha Briggs*, who is yet ſole and unmarried; which ſaid *Hannah*, Dame *Leonora* and *Martha* were his Daughters by the ſaid Dame *Bethia Briggs* his ſecond Wife, and have all ſome Time ſince attained their Age of twenty-one Years. And whereas the ſaid *Samuel Sams*, one of the ſaid Truſtees and Executors in the ſaid recited Indentures and Will named, departed this Life ſoon after the Deceaſe of the ſaid Sir *Charles Briggs*. And whereas the ſaid Sir *Paul Quin* and *Robert Rolt*, two other of the ſaid Truſtees and Executors, having refuſed to act in the ſaid recited Truſt, did by Indenture bearing Date on or about the twelfth Day of *April* in the Year of our Lord 1713, (in purſuance and obedience to a Decree or decretal Order of the High Court of Chancery in the ſame Indenture recited or referred to) releaſe unto the ſaid *Peter Arne*, *Aaron Arne*, *Thomas Tite*, and Dame *Bethia Briggs*, all their Eſtate, Right, Title, Truſt, Claim and Demand, of, in and to the Premiſſes, compriſed in the ſaid Term of three hundred Years, upon the Truſts in the ſaid firſt recited Indenture of Releaſe expreſſed and declared. And whereas the ſaid *Peter Arne* and *Thomas Tite*, two other of the aforeſaid Truſtees and Executors are ſince alſo deceaſed, by reaſon whereof the ſaid recited Truſt and Executorſhip did wholly come to and reſt in the ſaid *Aaron Arne* and Dame *Bethia Briggs*. And whereas Part of the ſaid Portions ſo provided for the ſaid three younger Daughters of the ſaid Sir *Charles Briggs* in and by the ſaid firſt recited Indenture of Releaſe and Will as aforeſaid, and alſo all the Debts and other Legacies of him the ſaid Sir *Charles Briggs* were ſome Time ſince fully paid and ſatisfied by his ſaid Truſtees and Executors, or ſome of them, by and out of the perſonal Eſtate of the ſaid Sir *Charles Briggs*, and the Rents and Profits of the ſaid Truſt-Eſtate or otherwiſe. And whereas by force and virtue of the ſaid firſt recited Indentures, and of an Act of Parliament made and paſſed in the ninth Year of his preſent Majeſty's Reign (intitled an Act, *&c.*) and in order to the Raiſing of Monies for Payment and Satisfaction of all the Reſt and Reſidue of the ſaid Portions, Legacies and Maintenance of the ſaid Daughters not paid and ſatisfied by the Ways and Means laſt abovementioned, they the ſaid *Aaron Arne* and Dame *Bethia Briggs*, the ſaid ſurviving acting Truſtees and Executors, together with *Henry Hill* of, *&c.* Eſq; and *James Jenks* of, *&c.* Eſq; (the Truſtees for the Inheritance in the ſaid Act of Parliament named) or ſome of them, in purſuance and execution of the Truſts in them reſpectively repoſed have lately ſold and conveyed away not only the Reſidue of the ſaid Term of three hundred Years, but alſo the Reverſion, Freehold and Inheritance of and in ſuch Part and Parcels of the ſaid Truſt-Eſtate and Premiſſes as are next herein after particularly mentioned and deſcribed; that is to ſay, All that the ſaid Barton or Farm, commonly called or known by the Name of *Venge*, now or late in the Poſſeſſion of the ſaid *Valentine Van*, his Aſſigns or Under-tenants, and all that the ſaid Moiety of one Meſſuage or Tenement, called *Yarly* in *Xenton* aforeſaid, now or late in the Poſſeſſion of the ſaid *Xerxes Xell*, *&c.* [*Here follow more Parcels.*] All which ſaid Bartons, Meſſuages, Tenements, Lands, Hereditaments and Premiſſes laſt herein before particularly mentioned and deſcribed, and ſo ſold and conveyed away as aforeſaid, are Part and Parcel of the ſaid Truſt-Eſtate and Premiſſes compriſed in the

The Grantor's Will recited, whereby he charged additional Portions for his ſaid three Daughters, and made his Truſtees his Executors in Truſt,

and that he died leaving no Son, but four Daughters,

now all of Age, and that one Truſtee died,

and two (having refuſed to act)

under a Decree in Chancery, aſſigned their Intereſt in the Term;

and two others are deceaſed, ſo that the Truſt is veſted in two of the Parties hereto, and that Part of the Portions and all the Debts and Legacies have been paid.

A private Act recited,

and that under the Settlement, and the Act, a Sale has been made of

the Term, and the Inheritance of Part of the Truſt Eſtates.

ſaid firſt recited Indentures. And whereas by and out of the Monies ariſing by ſuch Sale of the ſaid Bartons, Meſſuages, Tenements, Lands, Hereditaments and Premiſſes ſo ſold and conveyed away as aforeſaid, and by and out of the Rents and Profits of the ſaid Truſt-Eſtate and Premiſſes or otherwiſe, all the Reſt and Reſidue of the ſaid Portions, Legacies and Maintenance of the ſaid Daughters of the ſaid Sir *Charles Briggs*, (not before paid as aforeſaid) are now fully paid and ſatisfied, ſo that all the Truſts of the ſaid Term of three hundred Years are now fully performed. And whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being Tripartite, bearing Date on or about the twentieth Day of *June* which was in the Year of our Lord 1720, and made or mentioned to be made between the ſaid *Edward Dunn* of the firſt Part, the ſaid *Francis Ferne* of the ſecond Part, and the ſaid *Dorothy Dunn* of the third Part (reciting as therein is recited) in purſuance and Part of Performance of the Covenants and Agreements, on the Part and Behalf of the ſaid *Edward Dunn* to be done and performed, contained and mentioned in certain Articles of Agreement indented, bearing Date the ſeventeenth Day of the ſame Month of *June*, and made between the ſaid *Edward Dunn* of the one Part, and the ſaid *Dorothy Dunn* his Wife, and the ſaid *Francis Ferne*, for and on her Behalf, of the other Part, and for the Conſideration in the ſame Indentures mentioned, he the ſaid *Edward Dunn* did grant, releaſe and confirm unto the ſaid *Francis Ferne* and his Heirs, all and every the Manors, Meſſuages, Lands, Tenements and Hereditaments, and Parts of Manors, Meſſuages, Lands, Tenements and Hereditaments, whereof or wherein ſhe the ſaid *Dorothy Dunn*, or any Perſon or Perſons in Truſt for her, was or were ſeiſed of any Eſtate of Inheritance at the Time of her Intermarriage with the ſaid *Edward Dunn*, in Poſſeſſion, Reverſion, Remainder or Expectancy, and all other the Lands, Tenements and Hereditaments, whereof the ſaid *Edward Dunn* was then ſeiſed, or whereunto he was then intitled, by force or virtue of one Indenture Tripartite, bearing Date on or about the ſeventh Day of *May* 1714, therein recited, and the Fines and Recovery in the ſame Indenture recited or mentioned to have been levied or ſuffered, or any of them; And all the Eſtate, Right, Title, Intereſt, Power and Powers of Leaſing and Renewing, and Filling up of Leaſes, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Edward Dunn* junior, of, in, to or out of the ſame Premiſſes, or any of them, or any Part or Parcel thereof; To hold unto, and to the Uſe of the ſaid *Francis Ferne*, his Heirs and Aſſigns, for and during the natural Life of the ſaid *Edward Dunn* junior, in Truſt nevertheleſs to pay and diſpoſe of the Rents, Iſſues and Profits of the Premiſſes, as the ſame ſhould be received, unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, as ſhe the ſaid *Dorothy Dunn*, notwithſtanding her Coverture, by any Writing or Writings under her Hand ſhould from Time to Time direct or appoint, to the Intent that the ſame might not be at the Diſpoſal, or ſubject or liable to the Controul, Debts or Engagements of the ſaid *Edward Dunn* her Huſband, but only at her own ſole and ſeparate Diſpoſal; And in default of, and until ſuch Direction or Appointment, to the proper Hands of the ſaid *Dorothy*, or otherwiſe to permit and ſuffer her to receive and take the ſame, whoſe Receipt ſhould from Time to Time be a ſufficient Diſcharge to the Perſon or Perſons who ſhould ſo pay the ſame to her; And upon this further Truſt to convey and diſpoſe of the ſame Premiſſes unto ſuch Perſon or Perſons, and in ſuch Manner, as ſhe the ſaid *Dorothy Dunn*, by any Writing or Writings under her Hand and Seal, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, ſhould direct or appoint; and in Default thereof to her right Heirs; as by the ſaid laſt recited Indentures, Relation being thereunto had, may more at large appear. And whereas the ſaid Barton or Farm of *Deton* in *Amford* aforeſaid, or ſome other Parts and Parcels of the ſaid Truſt-Eſtate and Premiſſes, are now in Jointure to the ſaid Dame *Bethia Briggs* for her Life. And whereas in regard all the ſaid Debts and Legacies of the ſaid Sir *Charles Briggs*, and the ſaid Portions, and the Maintenance provided for his ſaid three younger Daughters, are all now paid and ſatisfied as aforeſaid, whereby all the ſaid recited Truſts of the ſaid Term of three hundred Years are now fully performed and diſcharged, the ſaid *Dorothy Dunn* and *Francis Ferne* her Truſtee, *George Gregg* and *Hannah* his Wife, Sir *John Jones*, and

whereby the reſt of the Portions and Maintenances are paid, and all the Truſts of the Term performed.

Indentures of Leaſe and Releaſe recited,

whereby the Huſband of the eldeſt Daughter conveyed Lands for his own Life, in Truſt that his Wife may diſpoſe of the Profits,

and for want of ſuch Diſpoſal, Payment to be made to her,

and to convey as ſhe ſhould appoint,

in default thereof to her right Heirs,

and that Part of the Premiſſes is now in Jointure to the Widow of the firſt Grantor,

and that all his Debts, Portions, &c. are paid and the Truſt of the Term performed,

and Dame *Leonora* his Wife, and *Martha Briggs*, have therefore requeſted the ſaid *Aaron Arne* and Dame *Bethia Briggs* to aſſign and transfer all the Reſt and Reſidue of the ſaid Manors, Bartons, Farms, Lands, Tenements, Hereditaments and Truſt-Eſtate not ſold and conveyed away for the Purpoſes aforeſaid, and the now Reſidue of the ſaid Term of three hundred Years therein, unto the ſaid *Nathaniel Nunn* and *Oliver Orton*, their Executors, Adminiſtrators and Aſſigns, upon ſuch Truſts, and in ſuch Manner, as are herein after mentioned, to which Requeſt they the ſaid *Aaron Arne* and Dame *Bethia Briggs* have agreed. Now this Indenture witneſſeth, That in conſideration of the Premiſſes, and in full Performance and Execution of the Truſt repoſed in them the ſaid *Aaron Arne*, and Dame *Bethia Briggs*, in relation to the Reſidue of the ſaid Truſt-Eſtate, and the now Reſidue of the ſaid Term of three hundred Years therein, and in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to them the ſaid *Aaron Arne* and Dame *Bethia Briggs* in hand paid by the ſaid *Nathaniel Nunn* and *Oliver Orton* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Aaron Arne* and Dame *Bethia Briggs*, at the Requeſt, and by the Direction, Nomination and Appointment of the ſaid *Dorothy Dunn* and *Francis Ferne* her Truſtee, *George Gregg* and *Hannah* his Wife, Sir *John Jones* and Dame *Leonora* his Wife, and *Martha Briggs*, teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents, have, and each of them hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents do, and each of them doth bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Nathaniel Nunn* and *Oliver Orton*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Manors, Bartons, Farms, Lands, Tenements, Hereditaments and Premiſſes in and by the ſaid firſt recited Indenture of Releaſe limited, or mentioned to be limited, to the ſaid Truſtees of the ſaid Sir *Charles Briggs* for the ſaid Term of three hundred Years upon the Truſt aforeſaid, (except and always reſerved out of theſe Preſents, and the Aſſignment hereby made, or mentioned or intended to be made, all and every the ſaid Bartons, Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before particularly mentioned and recited to have been ſold and conveyed away for the Purpoſes aforeſaid) And the Reverſion and Reverſions, Remainder and Remainders, Arrears of Rent and Fines, and all other Rents, Iſſues and Profits of the ſaid hereby or mentioned to be hereby aſſigned Manors, Bartons, Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof (except before excepted) and all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid *Aaron Arne* and Dame *Bethia Briggs*, and of each or either of them, of, in, to or out of the ſame Manors, Bartons, Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, by force or virtue of the ſaid firſt recited Indentures, and laſt Will of the ſaid Sir *Charles Briggs*, or any of them (except as is herein before excepted); To have and to hold the ſaid Manors, Bartons, Farms, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes mentioned, or intended to be hereby aſſigned, with their and every of their Appurtenances (except before excepted) unto the ſaid *Nathaniel Nunn* and *Oliver Orton*, their Executors, Adminiſtrators and Aſſigns from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of three hundred Years therein (ſubject to ſuch Leaſes of the Premiſſes, or any Part thereof, as are mentioned in the Schedule hereunto annexed) upon ſuch Truſts nevertheleſs as are herein after mentioned and expreſſed of and concerning the ſame Premiſſes reſpectively; that is to ſay, As to, for and concerning the ſaid Barton or Farm of *Deton*, with the Appurtenances, and all ſuch other Parts and Parcels of the ſaid hereby or mentioned to be hereby aſſigned Premiſſes as are now in Jointure to the ſaid Dame *Bethia Briggs* as aforeſaid, in Truſt for, and for the only Benefit of her the ſaid Dame *Bethia Briggs* and her Aſſigns, for and during ſo much, and ſo long Time of the ſaid Term of three hundred Years therein as ſhe ſhall live; and as to the ſame Premiſſes from and immediately after her Deceaſe, and as to all the Reſt and Reſidue of the ſaid Manors, Bartons, Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be aſſigned, with their Appurtenances, from and immediately after the Execution

and the Truſtees are requeſted to aſſign it.

The Aſſignment,

by Direction,

to Truſtees.

Habendum.

(ſubject to Leaſes in a Schedule), as to Part for the ſaid Jointreſs during her Life,

then, as to that Part, and all the reſt immediately,

of

of theſe Preſents, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, As to, for and concerning one full fourth Part thereof (the Whole in four equal Parts to be divided) in Truſt for, and for the only ſole and ſeparate Uſe and Benefit of the ſaid *Dorothy Dunn*, her Heirs and Aſſigns, and to be diſpoſed of as ſhe or they ſhall, notwithſtanding her Coverture, direct or appoint, by Writing under her Hand and Seal, and in the mean Time to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame fourth Part now in her the ſaid *Dorothy Dunn* and the ſaid *Francis Ferne* her Truſtee, or one of them, to the end to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be; And as to, for and concerning one other full fourth Part thereof, in Truſt for, and for the Benefit of the ſaid *George Gregg* and *Hannah* his Wife, and to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame fourth Part, and to be ſubſervient to the Uſes, Truſts and Eſtates thereof limited, or agreed to be limited upon their Intermarriage or otherwiſe, to the end to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be; And as to, for and concerning one other full fourth Part thereof, in Truſt for, and for the Benefit of the ſaid Sir *John Jones* and Dame *Leonora* his Wife, and to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame fourth Part, and be ſubſervient to the Uſes, Truſts and Eſtates thereof limited, or agreed to be limited upon their Intermarriage, or otherwiſe to the end to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be; And as to, for and concerning the remaining full fourth Part thereof, in Truſt for, and for the only Benefit of the ſaid *Martha Briggs*, her Heirs and Aſſigns, and to be diſpoſed of as ſhe or they ſhall direct or appoint, and in the mean Time to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame fourth Part now in her the ſaid *Martha Briggs*, to the end to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be. And the ſaid *Aaron Arne* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Nathaniel Nunn* and *Oliver Orton*, their Executors, Adminiſtrators and Aſſigns, that he the ſaid *Aaron Arne* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by means whereof the Premiſſes mentioned, or intended to be hereby aſſigned, or any of them, or any Part thereof, or the ſaid Term of three hundred Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in Title, Charge or Eſtate, or otherwiſe howſoever (except ſuch Leaſes of the Premiſſes, or any Part thereof as are mentioned in the ſaid Schedule hereunto annexed) the Rents, Heriots, Fines, Duties and Services reſerved, due and payable, or to become due or payable, for, or in reſpect of all which Leaſes ſhall, during the Continuance thereof reſpectively, be paid, and become due and payable to the reſpective Perſon or Perſons who for the Time being ſhall be intitled to the Truſt and Benefit of the ſaid hereby aſſigned Term of three hundred Years of and in the Premiſſes, according to their ſeveral and reſpective Shares and Intereſt therein as aforeſaid. [*The like Covenant from Lady* Briggs, *the other Truſtee*, mutatis mutandis.] And this Indenture further witneſſeth, That in conſideration of the Premiſſes, and of the Aſſignment hereby made, or mentioned to be made as aforeſaid, the ſaid *Dorothy Dunn*, and at her Requeſt, and by her Direction, and on her Behalf, the ſaid *Francis Ferne* her Truſtee, and alſo the ſaid *George Gregg* and *Hannah* his Wife, Sir *John Jones* and Dame *Leonora* his Wife, and *Martha Briggs* have, and each and every of them hath ratified, confirmed and allowed, and by theſe Preſents do, and each and every of them doth ratify, confirm, and allow all and every the Leaſes of the Premiſſes, or any Part thereof, mentioned and deſcribed in the ſaid Schedule hereunto annexed, ſubject nevertheleſs to the reſpective Rents, Heriots, Fines, Duties, Services and Covenants in and by the ſame Leaſes reſpectively reſerved and contained, and which on the Parts and Behalfs of the Leſſees of the Premiſſes are or ought to be paid, done and performed, for or in reſpect of ſuch their ſaid reſpective Leaſes. And this Indenture further witneſſeth, and the ſaid *George Gregg* and *Hannah* his Wife, Sir *John Jones* and Dame *Leonora* his Wife, and *Martha Briggs*, do hereby acknowledge,

as to a fourth Part, for the eldeſt Daughter for her ſeparate Uſe, and to attend her fourth Part of the Inheritance,

as to another fourth Part, to the ſecond Daughter and her Huſband in like manner,

as to another fourth Part, in Truſt for the third Daughter and her Huſband in like manner,

as to the laſt fourth Part in Truſt for the fourth Daughter &c.

A Truſtee covenants that he hath not incumbered.

The Daughters and their Huſband's confirm Leaſes in a Schedule,

and acknowledge the Receipt of their Portions and Legacies.

acknowledge, teſtify and declare, that they reſpectively have actually had and received before the Enſealing and Delivery of theſe Preſents, of and from the ſaid *Aaron Arne* and Dame *Bethia Briggs*, or one of them, or ſome other or others of the ſaid Truſtees and Executors of the ſaid Sir *Charles Briggs*, all and every the reſpective Portions, Legacies and Maintenance ſo provided for, or given to them the ſaid *Hannah*, Dame *Leonora* and *Martha Briggs* reſpectively in and by the ſaid firſt recited Indenture of Releaſe, and laſt Will of the ſaid Sir *Charles Briggs*, or either of them as aforeſaid; and therefore, and in conſideration thereof they the ſaid *George Gregg* and *Hannah* his Wife, Sir *John Jones* and Dame *Leonora* his

and releaſe the ſame,

Wife, and *Martha Briggs*, do hereby ſeverally and reſpectively acquit, releaſe and diſcharge the ſaid *Aaron Arne* and Dame *Bethia Briggs*, and each of them, their and each of their Heirs, Executors and Adminiſtrators, and the Executors and Adminiſtrators of the ſaid Sir *Charles Briggs*, of and from the ſaid reſpective Portions, Legacies and Maintenance, and every of them, and every Part thereof. And the ſaid *Dorothy Dunn*, and at her Requeſt, and on her Behalf, the ſaid *Francis Ferne*, for her the ſaid *Dorothy Dunn*, her Heirs, Executors and Adminiſtrators, and the ſaid *George Gregg* and *Hannah* his Wife, for themſelves and each of them, their and each of their Heirs, Executors and Adminiſtrators, and the ſaid Sir *John Jones* and Dame *Leonora* his Wife, for themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, and the ſaid *Martha Briggs* for herſelf, her Heirs, Executors and Adminiſtrators, in conſideration of the Premiſſes, do hereby remiſe, releaſe, and for ever quit claim unto the ſaid *Aaron Arne*, and the ſaid Dame *Bethia Briggs*, each of them, their and each of their Heirs, Executors and Adminiſtrators, and the Executors and Adminiſtrators of the

and all Suits, &c. for the ſame,

ſaid Sir *Charles Briggs*, all and all manner of Action and Actions, Cauſe and Cauſes of Action, Covenants, Agreements, Suits, Controverſies, Differences, Debts, Duties, Legacies, Portions, Maintenance, Accounts, Reckonings, Sum and Sums of Money, and all other Claims and Demands whatſoever, both in Law and Equity, which they the ſaid *Dorothy Dunn*, *George Gregg* and *Hannah* his Wife, Sir *John Jones* and Dame *Leonora* his Wife, and *Martha Briggs* reſpectively, or any other Perſon or Perſons on their reſpective Accounts, or for their reſpective Benefits now have, or which they or any of them, their or any of their Heirs, Executors and Adminiſtrators, at any Time or Times hereafter can or may have, claim, challenge or demand againſt the ſaid *Aaron Arne* and Dame *Bethia Briggs*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, or the Executors or Adminiſtrators of the ſaid Sir *Charles Briggs*, or any of them, for or by Reaſon or Means of the Premiſſes, or any of them, or for or by Reaſon or Means

without Prejudice to their Shares of Plate, &c. after the Death of the Joint-treſs.

of any other Matter, Cauſe or Thing whatſoever from the Beginning of the World until the Day of the Date of theſe Preſents; ſo always nevertheleſs, that nothing herein contained ſhall extend or be conſtrued to extend to debar or hinder them the ſaid *Dorothy Dunn*, *George Gregg* and *Hannah* his Wife, Sir *John Jones* and Dame *Leonora* his Wife, and *Martha Briggs* reſpectively, from having, taking and enjoying their reſpective Parts, Shares and Proportions of and in ſuch, and ſo much, and ſuch Part and Parts of the Plate and Houſhold Goods late of the ſaid Sir *Charles Briggs*, as they are reſpectively intitled unto by virtue of his ſaid laſt Will, from and after the Deceaſe of the ſaid Dame *Bethia Briggs*, who by virtue

Agreement as to the Cuſtody and producing of ſome Deeds.

of the ſaid laſt Will is to have and enjoy the ſame for her Life. And whereas it hath been agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid recited Indentures of Leaſe and Releaſe of the fifteenth and ſixteenth Days of *May* 1705, ſhall remain and continue in the Hands and Cuſtody of the ſaid *Aaron Arne*, his Executors and Adminiſtrators, for the mutual Benefit of the ſaid Coheirs of the ſaid Sir *Charles Briggs*, and ſuch Perſon or Perſons as ſhall or may lawfully claim from, by or under, or in Truſt for them, or any of them, but to be by him the ſaid *Aaron Arne*, his Executors and Adminiſtrators, pro-

Covenant for that Purpoſe.

duced in manner herein after mentioned; Now this Indenture further witneſſeth, and the ſaid *Aaron Arne* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Francis Ferne*, *George Gregg* and *Hannah* his Wife, Sir *John Jones* and Dame *Leonora* his Wife, and *Martha Briggs*, their Heirs and Aſſigns, that he the ſaid *Aaron Arne*, his Executors and Adminiſtrators, ſhall and will at any Time or Times hereafter at

the Requeſt, Coſts and Charges of the ſaid *Dorothy Dunn*, *George Gregg* and *Hannah* his Wife, Sir *John Jones* and Dame *Leonora* his Wife, and *Martha Briggs*, or any of them, their or any of their Heirs or Aſſigns (unleſs hindered or prevented by Fire or other inevitable Accident) produce and ſhew forth, or cauſe and procure the ſame Indentures of Leaſe and Releaſe to be produced and ſhewn forth unto them the ſaid *Dorothy Dunn*, *George Gregg* and *Hannah* his Wife, Sir *John Jones* and Dame *Leonora* his Wife, and *Martha Briggs*, or any of them, their or any of their Heirs or Aſſigns, or in any Court of Law or Equity, or to any Counſel or Counſels, or otherwiſe, as Occaſion ſhall be and require for the better evidencing, maintaining and proving the reſpective Titles of them the ſaid *Dorothy Dunn*, *George Gregg* and *Hannah* his Wife, Sir *John Jones* and Dame *Leonora* his Wife, and *Martha Briggs*, their reſpective Heirs and Aſſigns, in and to their reſpective Parts and Shares of and in the ſaid Manors, Lands, Hereditaments and Premiſſes in the ſame Indentures comprized, and not ſold or conveyed away, as aforeſaid. In witneſs, *&c.*

An Aſſignment of two Church-Leaſes by three, the Aſſignors to take the Profits and procure Renewals during their Lives, with Survivorſhip. On their Neglect to procure Renewals, the Ceſtuy que Truſt *of the Aſſignee may.* No. 3.

THIS Indenture Tripartite, made the ſixteenth Day of *November Anno Domini* 1722, and in the eighth Year of the Reign, *&c.* between *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton* of, *&c.* Spinſters, of the firſt Part, *Daniel Denne* Citizen and Goldſmith of *London*, of the ſecond Part, and *Edmund Evans* of, *&c.* Doctor in Phyſic, of the third Part. Whereas the Right Reverend Father in God *Thomas* Lord Biſhop of *Thetford*, by Indenture bearing Date the ninth Day of *April* which was in the Year of our Lord 1711, and made or mentioned to be made between him the ſaid Lord Biſhop of the one Part, and the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, of the other Part, for the Conſiderations therein mentioned, did for him and his Succeſſors grant, betake, and to Farm let, unto the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, their Executors, Adminiſtrators and Aſſigns, all that his Rectory and Parſonage of *Feldon* in the County of *Hants*, together with the Glebe Lands to the ſame belonging, containing by Eſtimation fourteen Acres, be the ſame more or leſs, and all Rents, Profits and Commodities thereunto in any wiſe appertaining and belonging; And alſo all the Tithes of *Goudon* and *Haiter* (except as in the ſame Indenture is mentioned to be excepted); To hold unto the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, their Executors, Adminiſtrators and Aſſigns, from the twenty-fourth Day of *March* then laſt paſt, for the Term of twenty-one Years, at and under the yearly Rent of 15*l.* payable quarterly as therein is mentioned, as by the ſaid recited Indenture, Relation being thereunto had, may (among divers Covenants and Agreements therein contained) more fully and at large appear. And whereas the Dean and Chapter of the Cathedral Church of *Wincheſter*, by Indenture under their common Seal, bearing Date the ſeventeenth Day of *November* which was in the ſeventh Year of his preſent Majeſty's Reign, and made or mentioned to be made between the ſaid Dean and Chapter of the one Part, and the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton* of the other Part, for the Conſideration therein mentioned, did with their common Aſſent and Conſent demiſe, grant, and to Farm let unto the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, all that the ſaid Dean and Chapter's Scite and Curtilage of their Manor of *Feldon* in the ſaid County of *Hants*, with all Houſes, Barns, Stables, Courts, Yards and Gardens there, and all Lands, Meadows, Paſtures and Marſhes of the ſaid Dean and Chapter in *Feldon* aforeſaid, long ſince inned, with the Windmill there, and certain Lands called *Falls*, with all and ſingular the Appurtenances (except as in the ſame Indenture is mentioned to be excepted); To hold the ſaid laſt mentioned Premiſſes, with the Appurtenances, unto the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, their Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *Michael* laſt paſt before the Date thereof, for the Term of twenty-one Years, at and under the yearly Rent of 50*l.* payable at the

A Biſhop's Leaſe recited, made to the Aſſignors.

And a Dean and Chapter Leaſe made to the Aſſignors.

Feaſts of St. *Michael* the Archangel, and the *Annunciation* of the bleſſed Virgin *Mary*, or within four Days next after each of the ſaid Feaſts, by even Portions, to be paid without any Demand to be made for the ſame, free and clear of all Marſh Land-Scots, Watering-Scots, and all other Taxes and Burthens, ordinary and extraordinary whatſoever, as by the ſaid laſt recited Indenture, Relation being thereunto had, may (among divers Covenants and Agreements therein contained) more fully and at large appear. And whereas the ſaid *Edmund Evans* hath contracted and agreed with the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, for the abſolute Purchaſe of their and every of their Eſtate, Right, Title and Intereſt of, in and to the ſaid Rectory and Parſonage, Glebe Lands, Tithes, Scite and Curtilage, Lands, Tenements, and other the Premiſſes in and by the ſaid recited Indentures of Leaſe, or either of them granted, or mentioned to be granted as aforeſaid, ſubject to the Truſts herein aftermentioned, for the Benefit of them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and the Survivors and Survivor of them, for their Lives, and the Life of the longeſt Liver of them, of and in the ſame Premiſſes, for the Sum or Price of 2500*l.* of lawful Money of *Great Britain*. Now this Indenture witneſſeth, That in purſuance of the ſaid recited Agreement, and for and in conſideration of the Sum of 2500*l.* of lawful Money of *Great Britain* to the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton* in hand paid by the ſaid *Edmund Evans*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof they do hereby acknowledge, and thereof and of every Part thereof do, and each and every of them doth acquit, releaſe and diſcharge the ſaid *Edmund Evans*, his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents; And for and in conſideration of the Sum of 5*s.* of like Money to them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton* in hand paid by the ſaid *Daniel Denne*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, by the Direction and Appointment of the ſaid *Edmund Evans*, teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents, have, and each and every of them hath granted, bargained, ſold, aſſigned, tranſferred and ſet over; And by theſe Preſents do, and each and every of them doth grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Daniel Denne*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Rectory and Parſonage, Glebe Lands, Tithes, Scite, Curtilage, Lands, Tenements, and other the Premiſſes in and by the ſaid recited Indentures of Leaſe, or either of them granted, or mentioned or intended to be granted as aforeſaid, with their and every of their Rights, Members and Appurtenances; And the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; And all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Benefit and Right of Renewal, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and of each and every or any of them, of, in, to or out of the ſaid Rectory and Parſonage, Glebe Lands, Tithes, Scite, Curtilage, Lands, and other the Premiſſes, or any of them, or any Part or Parcel thereof, by force or virtue of the ſaid recited Indentures of Leaſe, or either of them, or otherwiſe howſoever, together with the ſame Indentures; To have and to hold the ſaid Rectory and Parſonage, Glebe Lands, Tithes, Scite, Curtilage, Lands, Tenements, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Daniel Denne* his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt, Reſidue, and Remainder yet to come and unexpired of the ſaid ſeveral and reſpective Terms of twenty-one Years and twenty-one Years therein reſpectively (ſubject to the Rents and Covenants in and by the ſaid two ſeveral recited Indentures of Leaſe reſpectively reſerved and contained) upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, in Truſt that he the ſaid *Daniel Denne*, his Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and the Survivors and Survivor of them, during ſo much and ſo long Time of the ſaid ſeveral and reſpective Terms of twenty-

Agreement for the Aſſignment of both recited, ſubject to Truſts for the Benefit of the Aſſignors.

The Conſideration,

and Aſſignment to a Truſtee, by Direction of the Purchaſer.

Habendum.

upon Truſt to permit the Aſſignors and the Survivor

one Years and twenty-one Years, and of all ſuch further and other Term or Terms for Years as ſhall at any Time or Times hereafter be renewed, taken or obtained of the ſaid Premiſſes reſpectively, in purſuance of the Covenant herein after for that Purpoſe contained, as they or any of them ſhall happen to live, to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, they the ſaid *Anne Aſton*, *Bethia Aſton*, and *Catherine Aſton*, and the Survivors and Survivor of them, during ſuch Time, paying the Rents, and performing the Covenants in and by the ſaid original Indentures of Leaſe reſerved and contained, and all Taxes and Charges concerning the Premiſſes; And from and after the ſeveral Deceaſes of them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and the Deceaſe of the Survivor of them, then as to the ſaid Rectory, Parſonage, Glebe Lands, Tithes, Scite, Lands, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, in Truſt for, and for the only Benefit of him the ſaid *Edmund Evans*, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid ſeveral and reſpective Terms for twenty-one Years and twenty-one Years therein reſpectively, and of all ſuch further and other Term or Terms for Years as ſhall at any Time or Times hereafter be renewed, taken or obtained of the ſame Premiſſes reſpectively, in purſuance of the Covenant herein after for that Purpoſe contained; And the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, for the Conſiderations aforeſaid, do hereby for themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Edmund Evans*, his Executors, Adminiſtrators and Aſſigns, that they the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and the Survivors and Survivor of them, ſhall and will at their, or ſome or one of their own proper Coſts and Charges, from Time to Time during their reſpective Lives, and the Life and Lives of the Survivors and Survivor of them, at the uſual and accuſtomed Times for that Purpoſe, cauſe and procure, or do their utmoſt Endeavour to procure new Leaſes to be taken and obtained in the Name of the ſaid *Daniel Denne*, his Executors or Adminiſtrators, of all and every the ſaid hereby, or mentioned to be hereby aſſigned Premiſſes with their Appurtenances, for the reſpective Terms of twenty-one Years of and in the ſame Premiſſes reſpectively, and at and under the like Rents and Covenants as the ſame Premiſſes are now reſpectively held by, ſo that at the Time of the Deceaſe of the Survivor of them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, there ſhall be at leaſt ſixteen Years to come in the Leaſe held of the Dean and Chapter, and thirteen Years in the Leaſe of the ſaid Biſhop, of the then current Leaſes of the Premiſſes reſpectively; And alſo that they the ſaid *Anne Aſton*, *Bethia Aſton*, and *Catherine Aſton*, and the Survivors and Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, ſhall and will from Time to Time bear, ſatisfy and pay all Fines and other incident Charges of and for ſuch Renewals. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, in manner following; that is to ſay, That the ſaid *Daniel Denne*, his Executors or Adminiſtrators, ſhall and will from Time to Time as often as he or they ſhall be requeſted ſo to do, ſurrender, or cauſe to be ſurrendered the reſpective Leaſes then being of and in the Premiſſes reſpectively, in order that the ſame may be from Time to Time renewed in manner aforeſaid; All which new Leaſes hereafter to be taken of the Premiſſes reſpectively, or of any Part or Parts thereof, ſhall from Time to Time remain, continue, and be ſubject and liable to the like Truſts as herein before declared, of and concerning the hereby mentioned to be hereby aſſigned Terms for Years therein reſpectively. And further, that in caſe the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or the Survivors or Survivor of them, ſhall at any Time or Times hereafter neglect or refuſe (by the Space of one Year next after ſuch uſual Times of Renewal) to procure or do her or their utmoſt Endeavour to procure ſuch new Leaſe or Leaſes as aforeſaid, to be taken and obtained of the Premiſſes reſpectively, then and in ſuch Caſe, and ſo often, it ſhall and may be lawful to and for the ſaid *Daniel Denne*, his Executors, Adminiſtrators and Aſſigns, by and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, or any Part thereof, or by ſuch other Ways or Means as to the ſaid *Edmund Evans*, his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall,

to take the Profits,

they paying the Rents, &c.

and after their Deaths,

then in Truſt for the Purchaſer.

The Aſſignors covenant to procure Renewals during their Lives.

The Truſtee to ſurrender for that Purpoſe.

New Leaſes to be to the ſame Truſts,

If the Aſſignors neglect to renew within due Time,

the Truſtee may renew by Direction of the Purchaſer,

ſhall ſeem meet, from Time to Time to cauſe and procure ſuch new Leaſe or Leaſes as aforeſaid to be taken and obtained of the ſaid Premiſſes reſpectively, or of any Part or Parts thereof, and ſo from Time to Time, and as often as there ſhall be Occaſion ſo to do by reaſon of ſuch Neglect or Refuſal as aforeſaid, any Thing herein contained to the contrary thereof notwithſtanding. And the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton* do hereby for themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *Daniel Denne*, his Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, That (for and notwithſtanding any Act, Matter or Thing by them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) the ſaid recited Indentures of Leaſe are good and ſufficient Demiſes, and Leaſes valid in the Law, ofn ad for the ſaid Rectory, Parſonage, Glebe Lands, Tithes, Scite, Lands, Tenements, and other the Premiſſes mentioned, or intended to be hereby aſſigned as aforeſaid, not forfeited, ſurrendered, or any ways avoided or avoidable. And alſo that they the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or ſome or one of them (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) have or hath in themſelves, or ſome or one of them, good Right, full Power, and lawful and abſolute Authority, to grant, bargain, ſell and aſſign the ſaid Rectory, Parſonage, Glebe Lands, Tithes, Scite, Lands, and other the Premiſſes, with their Appurtenances, unto the ſaid *Daniel Denne*, his Executors, Adminiſtrators and Aſſigns, for all the Reſidue yet to come and unexpired of the ſaid ſeveral and reſpective Terms of twenty-one Years and twenty-one Years therein reſpectively; And further, that the ſame Premiſſes and every Part thereof ſhall from Time to Time, and at all Times hereafter, during the Continuance of the ſaid ſeveral and reſpective Terms of twenty-one Years and twenty-one Years therein reſpectively, be peaceably and quietly had, held and enjoyed by the ſaid *Daniel Denne*, his Executors, Adminiſtrators and Aſſigns, upon the Truſts aforeſaid, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or any of them, their or any of their Executors or Adminiſtrators, or of or by any other Perſon or Perſons lawfully claiming, or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to, or out of the hereby aſſigned Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them, or any of them; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or ſome or one of them, their or ſome or one of their Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs, and indemnified, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Aſſignments, and all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by them the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, or any of them, or by any Perſon or Perſons lawfully claiming, or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to, or out of the ſame Premiſſes, or any Part thereof, from, by or under, or in Truſt for them, or any of them (except the Rents and Covenants in the ſaid two ſeveral recited Indentures of Leaſe reſpectively reſerved and contained, and which from henceforth ſhall become due and payable, and except ſuch Under-Leaſe or Leaſes of the Premiſſes, or any Part or Parts thereof, as are now in Being, and whereupon the improved yearly Rents are reſpectively reſerved, and made payable during the Continuance of the ſame reſpective Leaſes). And moreover, That they the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, and all and every Perſon and Perſons claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to, or out of the Premiſſes mentioned, or intended to be hereby aſſigned, or any of them, or any Part thereof, from, by or under, or in Truſt for them, or any of them (except the Leſſee or Leſſees claiming by or under ſuch excepted Under-Leaſe or Leaſes, and their reſpective Executors, Adminiſtrators and Aſſigns, for, and in reſpect only of their excepted Terms, Eſtates and Intereſts) ſhall and will at any Time or Times hereafter during the reſpective Lives of the ſaid *Anne Aſton*, *Bethia Aſton* and *Catherine Aſton*, upon every reaſonable

The Aſſignors covenant that the Leaſes are good, &c.

and that they have Power to aſſign,

and for quiet Enjoyment,

from free Incumbrances,

(except Rents and Covenants),

and to make further Aſſurances.

Requeſt of the ſaid *Edmund Evans*, his Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe to be made, done and executed, all ſuch further and other lawful and reaſonable Acts, Deeds and Things, Conveyances, Aſſignments and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute aſſigning, aſſuring and conveying of the ſaid Rectory, Tithes, Glebe Lands, Scite, Lands, and other the Premiſſes, with their Appurtenances, unto the ſaid *Daniel Denne*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid ſeveral and reſpective Terms of twenty-one Years and twenty-one Years therein reſpectively, upon the Truſts aforeſaid, as by the ſaid *Edmund Evans*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or larger Covenants in Extent than are in theſe Preſents contained; and ſo as the Party or Parties who ſhall be deſired or requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof to go or travel above five Miles from her or their reſpective Dwellings or Places of Abode. In witneſs, *&c.*

An Aſſignment by an Executor and Reſiduary Legatee, of a Leaſe for Years of Houſes, &c. *with Exceptions in favour of the Leſſor (a Corporation) and proper Covenants on both Sides, as in the Margin.* N° 4.

THIS Indenture, made the ſixteenth Day of *April Anno Domini* 1733, and in the ſixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God King of *Great Britain*, *&c.* between Sir *Abraham Aſhly*, Baronet, eldeſt Son and Sole Executor of Sir *Abraham Aſhly* late of, *&c.* Baronet, deceaſed, of the one Part, and *Benjamin Billing* of, *&c.* Tanner, of the other Part. Whereas by Indenture bearing Date the ſixteenth Day of *April* which was in the Year of our Lord 1703, and made or mentioned to be made between the Mayor, Commonalty and Citizens of the City of *London*, Governors of the Poſſeſſions, Revenues and Goods of the Hoſpitals of *Edward* late King of *England* the Sixth, *Chriſt*, *Bridewell*, and Saint *Thomas the Apoſtle*, of the one Part, and the ſaid Sir *Abraham Aſhly* deceaſed, by the Name of *Abraham Aſhly* of, *&c.* Merchant, of the other Part, the ſaid Mayor, Commonalty and Citizens of the ſaid City, Governors, aforeſaid, for the Conſiderations therei n mentioned, did Demiſe, Leaſe, and to Farm let, unto the ſaid Sir *Abraham Aſhly* deceaſed, all that Wharf lying and being on the South Side of *Canton Street*, over againſt the South End of a certain Lane there commonly called *Dyer's Lane*, containing by Meaſure on the Ground next the Street there, commonly called *Canton Street*, nineteen Feet of Aſſize, little more or leſs, Eaſt and Weſt, and next the *Thames* there ſeventeen Feet of Aſſize, little more or leſs, Eaſt and Weſt, and from *Canton Street* to the River of *Thames* there, North and South; And alſo all that Meſſuage or Tenement ſituate and being on the North Side of *Canton Street* aforeſaid, near the South Weſt Corner of *Dyer's Lane*, conſiſting of the ſeveral Rooms and Grounds therein, and next herein after mentioned, *&c.* [*Here follow more Parcels.*] All which thereby leaſed Premiſſes thentofore were in the Occupation of *Edward Eaton* and *Francis Fond*, or one of them, and then late were in the Occupation of *George Gee* and *Henry Hurt*, their or one of their Aſſigns or Under-tenants, and then in the Tenure or Occupation of the ſaid Sir *Abraham Aſhly*, deceaſed, his Under-tenants or Aſſigns; and are ſituate, lying and being in *Rotherhithe* aforeſaid, in the ſaid County of *Surrey*, together with all Ways, Lights, Eaſements, Profits, Commodities and Appurtenances whatſoever to the ſaid thereby leaſed Wharf, Meſſuage or Tenement, Yards, Garden-Plot and Premiſſes belonging, or in any wiſe appertaining (except and always reſerved out of the ſaid Leaſe and Demiſe unto the ſaid Mayor and Commonalty, and Citizens of the ſaid City, Governors aforeſaid, their Succeſſors or Aſſigns, out of the ſaid Piece or Parcel of Ground lying and being on the North Side of the ſaid Yard there called *Dyer's Yard* on the North Side thereof, and out of the ſaid Garden-Plot on the South Side thereof, ſixty-three Feet Eaſt and Weſt in Length, and five Feet

A Corporation Leaſe recited.

General Words.

with Exceptions to the Parcels.

to inlarge Paſſages,

North and South in Breadth all the Length thereof, for inlarging the ſaid Paſſage, and the then new intended Way there, to make the ſame twenty-ſeven Feet wide North and South; And alſo except and reſerved out of the ſaid Leaſe and Demiſe ſo much of the ſaid thereby leaſed Premiſſes next to any other old or new Street or Streets, Land or Lands, or Paſſage there, whenſoever any Houſes, Meſſuages, Edifices or Buildings ſhould be at any Time then after erected or new-built in and upon the ſaid leaſed Premiſſes, or any Part thereof, next unto the ſame, as ſhould be ſufficient for the enlarging and making the ſaid Street or Streets, Lane or Lanes, or Paſſages twenty Feet broad or upwards; And alſo except and reſerved out of the ſaid Leaſe and Demiſe free Liberty for the ſaid Mayor, Commonalty and Citizens of the ſaid City, Governors aforeſaid, their Succeſſors and Aſſigns, all antient or uſual Watercourſes or Widroughts, in, by and through the ſaid demiſed Premiſſes, or any Part thereof, and to and for *Jonathan Jones* and *James Kent*, and all other Occupiers of the Premiſſes, whereto they, their Under-tenants or Aſſigns, had any Right from Time to Time during the ſaid Leaſe, to make, carry, amend and repair the Watercourſes from all, every or any of the Meſſuages or Tenements, and Yards there, then or then late in the Occupation of the ſaid *Jonathan Jones* and *James Kent*, their Executors, Adminiſtrators and Aſſigns, or Tenants, or any of them, ſituate and being on the North Side of *Canton Street* there, near unto the ſaid Brewhouſe, to, into and through the Drain of the Brewhouſe aforeſaid, ſo long and as often as need ſhould require; To hold the ſaid Wharf, Meſſuages Tenements, Piece or Parcel of Ground, Garden-Plot and Premiſſes, with their Appurtenances (except before excepted) unto the ſaid Sir *Abraham Aſhly* deceaſed, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of the Nativity of St. *John* the Baptiſt then next enſuing the Date of the ſame Indenture, for the Term of ſixty-one Years, at and under the yearly Rent of 16*l.* for the firſt twenty-five Years of the ſaid Term of ſixty-one Years, and at and under the yearly Rent of 40*l.* for the remaining thirty-ſix Years of the ſame Term, payable Quarterly, at the Feaſts of Saint *Michael* the Archangel, the Birth of our Lord Chriſt, the Annunciation of the bleſſed Virgin *Mary*, and the Nativity of St. *John* the Baptiſt, by even and equal Portions, as by the ſaid recited Indenture of Leaſe (among divers Covenants and Agreements therein contained on the Part of the ſaid Sir *Abraham Aſhly* deceaſed, his Executors, Adminiſtrators and Aſſigns, to be done and performed) Relation being thereunto had, may more fully appear. And whereas the ſaid Sir *Abraham Aſhly* deceaſed, in his Life-time erected and built a new brick Meſſuage or Tenement, in the Room, Place and Stead of the ſaid leaſed Meſſuage or Tenement on the North Side of *Canton Street* aforeſaid, or on the Toft, Soil or Ground whereon the ſame Meſſuage, at the Time of the ſaid Leaſe ſtood, or near thereto. And whereas the ſaid Sir *Abraham Aſhly* deceaſed, afterwards duly made and publiſhed his laſt Will and Teſtament in Writing, and (among other Things) did thereby make the ſaid Sir *Abraham Aſhly* Party hereto, his ſole Executor, and alſo Reſiduary Legatee of his perſonal Eſtate; and ſoon after the Deceaſe of the ſaid Teſtator the ſaid Sir *Abraham Aſhly* Party hereto duly proved the ſaid Will, and took on himſelf the Burden of the Execution thereof, by means whereof, and of the ſaid Will, he the ſame Sir *Abraham Aſhly* became, and is legally and rightfully poſſeſſed of, intereſted in, and intitled unto the ſaid Meſſuage or Tenements, Wharf, Ground, and other the ſaid leaſed Premiſſes, for all the now Reſidue of the ſaid Term of ſixty-one Years therein, ſubject to the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and which on the Tenant's or Leſſee's Part are to be paid, done and performed. And whereas the ſaid *Benjamin Billing* (to whom the ſaid Sir *Abraham Aſhly* Party hereto hath ſome Time ſince leaſed the ſaid Premiſſes for the Term of forty-one Years from *Michaelmas* 1723, at and under the Yearly Rent of 80*l.* payable Quarterly) hath contracted and agreed with him the ſame Sir *Abraham Aſhly* for the abſolute Purchaſe of the ſaid Meſſuages or Tenements, Wharf, Ground, and other the Premiſſes comprized in, and leaſed by the ſaid firſt recited Indenture, or mentioned or intended ſo to be, with their Appurtenances, for all the now Reſidue of the ſaid Term of ſixty-one Years therein, for the Sum of 600*l.* of lawful Money of *Great Britain*, freed and diſcharged of and from the ſaid yearly Rent of 80*l.* from and after the Feaſt-Day of the Annunciation of the bleſſed Virgin *Mary* now laſt paſt.

make new Streets of certain Dimenſions,

and Water-Courſes.

Recital that the Leſſee (now deceaſed) built upon the Premiſſes, and made his Will;

and made the firſt Party hereto his ſole Executor and reſiduary Legatee,

and that a Leſſee under the Executor has agreed with him for the Purchaſe of the Leaſehold Intereſt.

Now this Indenture witneſſeth, That in purſuance of the ſaid recited Agreement, and for and in conſideration of the Sum of 600*l.* of lawful Money of *Great Britain*, to the ſaid Sir *Abraham Aſhly* Party hereto in hand well and truly paid by the ſaid *Benjamin Billing*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof accordingly he the ſaid Sir *Abraham Aſhly* Party hereto doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Benjamin Billing*, his Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents, he the ſaid Sir *Abraham Aſhly* Party hereto hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Benjamin Billing*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuages or Tenements, Brewhouſe, Wharf, Pieces or Parcels of Ground, Garden-Plot, and other the Premiſſes in and by the ſaid firſt recited Indenture demiſed and leaſed as aforeſaid, or mentioned or intended ſo to be, with their and every of their Appurtenances; And alſo all Meſſuages or Tenements, Edifices, Erections and Buildings in or upon the ſame Ground and Premiſſes, or any Part thereof, erected, built, ſtanding or being with their and every of their Appurtenances (except as in the ſaid firſt recited Indenture of Leaſe is mentioned to be excepted); And the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part thereof (except before excepted). And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid Sir *Abraham Aſhly* Party hereto, of, in, to or out of the ſaid hereby, or mentioned to be hereby aſſigned, Meſſuages or Tenements, Buildings, Brewhouſe, Wharf, Pieces or Parcels of Ground, Garden-Plot and Premiſſes, or any of them, or any Part or Parcel thereof (except before excepted) by force and virtue of the ſaid firſt recited Indenture of Leaſe, or the ſaid Executorſhip, or either of them, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Meſſuages or Tenements, Buildings, Brewhouſe Wharf, Pieces or Parcels of Ground, Garden-Plot, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances (except before excepted) unto the ſaid *Benjamin Billing*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of ſixty-one Years therein, freed and diſcharged of and from the ſaid yearly Rent of 80*l.* and every Part thereof, from and after the ſaid Feaſt-Day of the *Annunciation* of the bleſſed Virgin *Mary* now laſt paſt, butſ ubject nevertheleſs to the Rent and Covenants in the ſaid firſt recited Indenture of Leaſe reſerved and contained, and which from and after the ſame Feaſt-Day on the Tenant's or Leſſee's Part are to be paid, done and performed. And the ſaid Sir *Abraham Aſhly* Party hereto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Benjamin Billing*, his Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, That the ſaid firſt recited Indenture of Leaſe is a good and ſufficient Leaſe, valid in the Law, of and for the ſaid Meſſuages or Tenements, Buildings, Brewhouſe, Ground, and other the Premiſſes hereby, or mentioned to be hereby aſſigned, not forfeited, ſurrendered, or any ways avoided; And that he the ſaid Sir *Abraham Aſhly* Party hereto (for and notwithſtanding any Act, Matter or Thing by him, or by the ſaid Sir *Abraham Aſhly* deceaſed, or either of them done, committed, or wittingly or willingly ſuffered to the contrary) now hath in himſelf good Right, full Power, and lawful and abſolute Authority to bargain, ſell and aſſign the ſame Meſſuages, Buildings, Brewhouſe, Ground and Premiſſes, with their Appurtenances, unto the ſaid *Benjamin Billing*, his Executors, Adminiſtrators and Aſſigns, for all the now Reſidue of the ſaid Term of ſixty-one Years therein (except as is herein after excepted). And further, that it ſhall and may be lawful to and for the ſaid *Benjamin Billing*, his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times hereafter, during the Continuance of the ſame Term, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuages, Buildings, Brewhouſe, Ground and Premiſſes hereby, or mentioned to be hereby aſſigned, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part

The Executor aſſigns the ſame,

and covenants that the firſt Leaſe is valid, &c.

and that he has Power to aſſign,

(with Exception) and for quiet Enjoyment.

Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of, or by the ſaid Sir *Abraham Aſhly* Party hereto, his Executors, Adminiſtrators or Aſſigns, or of, or by any other Perſon or Perſons lawfully claiming, or to claim from, by or under, or in Truſt for him, them or any of them, or from, by or under the ſaid Sir *Abraham Aſhly* deceaſed, (except as is herein after excepted); And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid Sir *Abraham Aſhly* Party hereto, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other Grants, Bargains, Sales, Leaſes, Mortgages, Aſſignments, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid Sir *Abraham Aſhly* Party hereto, and Sir *Abraham Aſhly* deceaſed, or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or by any other Perſon or Perſons lawfully claiming, or to claim from, by or under them, or either or any of them (except the ſaid Leaſe made by the ſaid Sir *Abraham Aſhly* Party hereto, unto the ſaid *Benjamin Billing* as aforeſaid; and except the Rent and Covenants in the ſaid firſt recited Indenture of Leaſe reſerved and contained, and which from and after the ſaid Feaſt-Day of the *Annunciation* of the bleſſed Virgin *Mary* now laſt paſt, on the Tenant's or Leſſee's Part are to be paid, done and performed). And moreover, that he the ſaid Sir *Abraham Aſhly* Party hereto, his Executors and Adminiſtrators, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have, or lawfully claim any Eſtate, Right, Title, Truſt, Term or Intereſt, of, in, to, or out of the ſaid Meſſuages, Buildings, Brewhouſe, Ground and Premiſſes hereby, or mentioned to be hereby aſſigned, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them or any of them, or from, by or under the ſaid Sir *Abraham Aſhly* deceaſed (except as is herein before excepted) ſhall and will at any Time or Times hereafter during the Space of nine Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *Benjamin Billing*, his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds, Aſſignments and Aſſurances in the Law whatſoever, for the further and better aſſigning and aſſuring of the ſaid Meſſuages or Tenements, Buildings, Brewhouſe, Ground and Premiſſes hereby, or mentioned to be hereby aſſigned, with their Appurtenances, unto the ſaid *Benjamin Billing*, his Executors, Adminiſtrators and Aſſigns, for and during all the then Reſidue of the ſaid Term of ſixty-one Years therein, as by the ſaid *Benjamin Billing*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Covenants than are in theſe Preſents contained; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof to go or travel above five Miles from his or their then reſpective Dwellings or Places of abode. And the ſaid *Benjamin Billing* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid Sir *Abraham Aſhly* Party hereto, his Executors and Adminiſtrators, that he the ſaid *Benjamin Billing*, his Executors, Adminiſtrators or Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, during the Continuance of the ſaid Term of ſixty-one Years pay the ſaid yearly Rent of 40 *l.* and perform, fulfil and keep all and every the Covenants, Grants, Articles and Agreements whatſoever, in the ſaid firſt recited Indenture of Leaſe contained; and which from and after the ſaid Feaſt-Day of the Annunciation of the bleſſed Virgin *Mary* now laſt paſt, by and on the Parts and Behalfs of the Tenants or Leſſees of the Premiſſes hereby, or mentioned to be hereby aſſigned, are or ought to be performed and kept, according to the Purport, true Intent and Meaning of the ſame Indenture; And of and from the ſame Rent, Covenants, Grants, Articles and Agreements, and all and every Breach, Default or Neglect of or in the Payment or Performance thereof, which ſhall at any Time or Times hereafter happen to be made or done, ſhall and will ſave, defend, keep harmleſs, and indemnified the ſaid Sir *Abraham Aſhly*

(with exception),

free from Incumbrances,

except Rents and Covenants,

and for further Aſſurances.

The Purchaſer covenants to pay the Rents and to perform Covenants,

and to indemnify the Aſſignor.

Aſhly Party hereto, his Heirs, Executors and Adminiſtrators, and the Heirs, Executors and Adminiſtrators of the ſaid Sir *Abraham Aſhly* deceaſed, and each and every of them, their, each and every of their Lands and Tenements, Goods and Chattels. In witneſs, *&c.*

An Aſſignment of a Leaſehold Intereſt by Deed Poll indorſed on the Leaſe. N° 5.

KNOW all Men by theſe Preſents, That I the within named *Anne Anſly*, for and in conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to me in hand paid by *Bazil Brent* of, *&c.* Gent. at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof I do hereby acknowledge, Have bargained, ſold and aſſigned, and by theſe Preſents do bargain, ſell and aſſign unto the ſaid *Bazil Brent*, all and ſingular the Meſſuage or Tenement, Yard, Garden, Coach-Houſe, Stables, Out-Houſes and Hereditaments, in and by the within written Indenture demiſed, or mentioned ſo to be, with their Appurtenances; And alſo all that little Garden at the End of the aforeſaid Garden, with the Banquetting Houſe and Mount which were leaſed, or agreed to be leaſed to me by the within named *Charles Croſley*, by Agreement between us dated the Day next before the Day of the Date hereof for twenty-one Years, or ſuch other Term as is therein mentioned, at the yearly Rent of 10 *l.* payable quarterly; And alſo all my Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, of, in, to or out of the ſame Meſſuage and other the Premiſſes, or any Part thereof, by virtue of the within written Indenture, and the aforeſaid Agreement, or either of them, or otherwiſe howſoever, together with the ſame Indenture and Agreement, and all the Benefit thereof; To have and to hold the ſaid Meſſuage or Tenement, Buildings, Gardens, Banqueting-Houſe, Mount, and other the Premiſſes hereby aſſigned or mentioned ſo to be, with the Appurtenances, unto the ſaid *Bazil Brent*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for all the now Reſidue of the within mentioned Term of twenty-one Years, and of ſuch other Term or Terms as I the ſaid *Anne Anſly* now have or ought to have therein reſpectively, ſubject nevertheleſs to the Rents, Covenants and Agreements in the ſaid Indenture and Agreement reſpectively reſerved and contained and agreed upon, and which from henceforth on the Tenant's or Leſſee's Part are or ought to be paid, done and performed. In witneſs, *&c.*

An Aſſignment of a Leaſehold by a Father to a Son by a Deed Poll indorſed upon a Deed of Aſſignment thereof to the Father. N° 6.

TO all to whom theſe Preſents ſhall come, I the within named *Abel Aland* ſend Greeting. Know ye, That I the ſaid *Abel Aland* for and in conſideration of the natural Love and Affection which I have and bear unto my Son *Benjamin Aland* of *Fleetſtreet*, *London*, Gent. and towards his better Advancement and Preferment; and for and in conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to me in hand paid by my ſaid Son, at and before the Enſealing and Delivery of theſe Preſents, the Receipt whereof I do hereby acknowledge, have granted, bargained, ſold, aſſigned, transferred and ſet over, and do hereby abſolutely grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Benjamin Aland* my Son, his Executors, Adminiſtrators and Aſſigns, all and every the Meſſuages or Tenements, Yards, Cellars, Sollars, Rooms, and other the Premiſſes within aſſigned, releaſed, ratified and confirmed, or mentioned or intended ſo to be, with their and every of their Rights, Members and Appurtenances; and alſo all my Eſtate, Right, Title, Intereſt, Benefit of Renewal, Term of Years yet to come and unexpired, Property, Claim and Demand whatſoever, both at Law and in Equity, of, in, to, or out of the ſame Meſſuages and Premiſſes, every or any Part thereof, by force or virtue of the within written and within recited Indentures, or any of them, or otherwiſe howſoever, together with the ſame Indentures; To have and to hold the ſaid Meſſuages or Tenements, Yard, and all and ſingular other the Premiſſes hereby, or mentioned

The Aſſignment and Conſideration,

Habendum,

tioned to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Benjamin Aland* my Son, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the within mentioned Term of forty-one Years therein, ſubject nevertheleſs to the Rent and Covenants in the within recited Indenture of Leaſe reſerved and contained, and which from henceforth on the Tenant or Leſſee's Part are to be paid, done and performed. And I the ſaid *Abel Aland* do hereby for myſelf, my Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Benjamin Aland* my Son, his Executors, Adminiſtrators and Aſſigns, that I, my Executors or Adminiſtrators ſhall and will at any Time hereafter, during the Continuance of the ſaid hereby aſſigned Term, at the Requeſt, Coſts and Charges of my ſaid Son, his Executors, Adminiſtrators or Aſſigns, make, do, and execute any further reaſonable Act, Deed or Thing whatſoever, for the further, better, and more abſolute aſſigning and aſſuring the ſaid Meſſuages or Tenements and Premiſſes, with their Appurtenances, unto my ſaid Son, his Executors, Adminiſtrators or Aſſigns, or as he or they ſhall appoint, for all the then Reſidue of the ſaid Term of forty-one Years therein, ſubject as aforeſaid. In witneſs whereof I have hereunto ſet my Hand and Seal, this firſt Day of *November* in the third Year of the Reign, &c. *Annoque Domini* 1729.

ſubject to Rents and Covenants.

Covenant to make further Aſſurances.

Sealed and delivered (being firſt duly ſtamped) in the Preſence of us

N° 7. *An Aſſignment of a Mortgage-Term (by Deed Poll indorſed on the Mortgage-Deed) to the Truſtees for the Mortgagor, the Money being paid off, and of two Leaſehold Intereſts to the Mortgagor himſelf.*

TO all to whom theſe Preſents ſhall come, the within named *Andrew Aring* ſendeth Greeting. Whereas there is now due and owing to the ſaid *Andrew Aring* from the within named *David Dunch*, on the Security within written and contained, the Sum of 10500*l.* and no more. Now know ye, That for and in Conſideration of the Sum of 10500*l.* of lawful Money of *Great Britain* to the ſaid *Andrew Aring* in Hand well and truly paid by the ſaid *David Dunch*, at or before the Enſealing and Delivery of theſe Preſents, in full Diſcharge and Satisfaction of all Monies now due and owing to the ſaid *Andrew Aring*, upon the ſaid Security within written and contained, the Receipt and Payment whereof accordingly he the ſaid *Andrew Aring* doth hereby acknowledge, and thereof, and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *David Dunch*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents (which ſaid Sum of 10500*l.* is the ſame Sum of 10500*l.* mentioned to be the Conſideration Money of one Indenture Tripartite of Releaſe bearing even Date herewith, and expreſſed to be made between the ſaid *Andrew Aring* of the firſt Part, the within named *Benjamin Berne* and *Charles Crew* of the ſecond Part, and the ſaid *David Dunch* of the third Part, purporting a Conveyance from the ſaid *Benjamin Berne* and *Charles Crew* unto, and to the Uſe of the ſaid *David Dunch*, his Heirs and Aſſigns, of the Inheritance of the Freehold, Manors, Meſſuages, Lands, Tenements and Hereditaments within mentioned to be thereby conveyed. And for and in conſideration of the Sum of 5*s.* of like lawful Money to the ſaid *Andrew Aring* in Hand paid by *Edward Ellis* of *Finchley* in the County of *Middleſex*, Gentleman, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Andrew Aring* hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth at the Nomination of the ſaid *David Dunch*, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Edward Ellis*, his Executors, Adminiſtrators and Aſſigns, All and every the within mentioned Freehold, Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments whatſoever, comprized or mentioned to be comprized in the ſeveral within mentioned Terms of three hundred Years, five hundred Years, three hundred Years and

Recital of what is due.

The Aſſignment, the Money being paid,

(with Reference to Indenture of Releaſe of this Date, whereby the Inheritance is conveyed)

to a Truſtee.

and five hundred Years reſpectively, or in any of them, with their and every of their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever of him the ſaid *Andrew Aring*, of, in, to, or out of the ſame Freehold, Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by Virtue of the within written Indenture of Aſſignment; To have and to hold the ſaid Freehold, Manors, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before aſſigned, or mentioned ſo to be, with their and every of their Appurtenances, unto the ſaid *Edward Ellis*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid ſeveral and reſpective Terms of three hundred Years, five hundred Years, three hundred Years and five hundred Years therein reſpectively, in Truſt for the ſaid *David Dunch*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint; and in the mean Time to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes, ſo to him and them conveyed, or mentioned to be conveyed by the ſaid *Benjamin Berne* and *Charles Crew* as aforeſaid, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be. And theſe Preſents further witneſs, That for the Conſideration aforeſaid, and in Conſideration of 5 *s.* of like Money to the ſaid *Andrew Aring* in Hand paid by the ſaid *David Dunch*, at and before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Andrew Aring* hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, ſell, aſſign and ſet over unto the ſaid *David Dunch*, his Executors, Adminiſtrators and Aſſigns, All and every the Leaſehold, Parſonage, Tithes, Meſſuage, Lands and Hereditaments within compriſed in the within mentioned Terms of twenty Years and twenty Years, with their and every of their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Andrew Aring*, of, in, to, or out of the ſame Premiſſes, or any Part thereof, by Virtue of the within written Indenture, or otherwiſe howſoever; To have and to hold the ſaid Parſonage, Tithes, Meſſuage, Lands and Premiſſes laſt mentioned to be aſſigned, with their Appurtenances, unto the ſaid *David Dunch*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for all the now Reſidue of the ſaid ſeveral Terms of twenty Years and twenty Years therein reſpectively. And the ſaid *Andrew Aring* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *David Dunch*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Andrew Aring* hath not at any Time heretofore done or committed, any Act, Matter or Thing whatſoever, whereby, or by Means whereof the ſaid Manors, Meſſuages, Farms, Parſonage, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby aſſigned, or mentioned ſo to be, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate or otherwiſe howſoever. In witneſs whereof the ſaid *Andrew Aring* hath hereunto ſet his Hand and Seal this twelfth Day of *June* in the ſeventh Year of the Reign of our Sovereign Lord King *George* the Second, by the Grace of God of *Great Britain*, *&c.* and in the Year of our Lord 1733.

To attend the Inheritance.

The Aſſignment of the Leaſeholds.

The Aſſignor covenants that he has not incumbered.

An Aſſignment of five ſeveral Terms by ſeveral Truſtees, to a Purchaſer and his Truſtees reſpectively for his Benefit. The Creation of thoſe Terms, and other Matters, are ſpecially recited, as mentioned in the Margin.

N° 8.

THIS Indenture of eleven Parts, made the ſecond Day of *February Anno Domini* 1729, and in the third Year of the Reign of our Sovereign Lord *George* the Second, *&c.* between *Abel Aſkew* of, *&c.* Eſq; and *Brian Bell* of, *&c.* Gent. of the firſt Part, *Charles Cuſt* of, *&c.* Eſq; of the ſecond Part, *David Dennis* of, *&c.* Doctor of Laws, of the third Part, *Edward Eales* of, *&c.* Gent. of the fourth Part, *Francis Fenton* of, *&c.* Grocer, of the fifth Part, Dame *Grace*

Gell of, *&c.* Widow, of the ſixth Part, *Henry Hart* of, *&c.* Eſq; of the ſeventh Part, *James Innis* of, *&c.* Eſq; of the eighth Part, *Kenelm Kerne* of, *&c.* Eſq; of the ninth Part, *Leonard Lant* of, *&c.* Draper, of the tenth Part, and *Miles Merry* of, *&c.* of the eleventh Part. Whereas by Indenture Quadrupartite dated the ſeventeenth Day of *May*, which was in the Year of our Lord 1703, and made or mentioned to be made between the ſaid *Abel Aſkew*, by the Name of *Abel Aſkew* of, *&c.* Gent. and *Olivia* his Wife (then late *Olivia Nutt*, Siſter and Heir of Sir *Peter Nutt*, then late of, *&c.* Baronet, deceaſed, of the firſt Part, *Robert Rand* and *Samuel Sandys* (both ſince deceaſed) of the ſecond Part, *Thomas Turner* and *Valentine Vane* the elder, Gent. (ſince alſo deceaſed) of the third Part, and *Valentine Vane* the younger, Gent. and *Xerxes Zant*, Gent. (both ſince alſo deceaſed) of the fourth Part, and Fine *ſur Conuzance de droit come ceo*, *&c.* in the ſame Indenture covenanted to be levied by the ſaid *Abel Aſkew* and *Olivia* his Wife, and which was duly levied accordingly in *Eaſter* Term in the ſame Year, all and every the Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments herein after aſſigned, or mentioned ſo to be, with their Appurtenances, together with the Manor of *Ambden*, and divers other Meſſuages, Lands and Hereditaments of them the ſaid *Abel Aſkew* and *Olivia* his Wife, or one of them, in the ſaid County of *Bedford*, were for the Conſiderations in the ſame Indenture expreſſed, ſettled and limited, or mentioned to be ſettled and limited, to the Uſe of the ſaid *Thomas Turner* and *Valentine Vane* the elder, for the Term of ninety-nine Years if they the ſaid *Abel Aſkew* and *Olivia* his Wife, or the longeſt Liver of them, ſhould ſo long live, upon the Truſts in the ſame Indenture expreſſed touching the ſame Term; And from and after the Determination of the ſaid Term of ninety-nine Years, to the Uſe of the ſaid *Abel Aſkew* and *Olivia* his Wife for their Lives, and the Life of the longeſt Liver of them, without Impeachment of Waſte, with Remainder to the ſaid *Robert Rand* and *Samuel Sandys* and their Heirs, during the Lives of the ſaid *Abel Aſkew* and *Olivia* his Wife, and the Life of the longeſt Liver of them, in Truſt to ſupport the contingent Remainders therein after limited from being barred or deſtroyed, and from and after the ſeveral Deceaſes of the ſaid *Abel Aſkew* and *Olivia* his Wife, to the Uſe of the ſaid *Robert Rand* and *Samuel Sandys*, their Executors, Adminiſtrators and Aſſigns, for the Term of two hundred Years, upon the Truſts, and under the Proviſoes therein after expreſſed and declared touching the ſame Term; And from and after the Determination of the ſaid Term of two hundred Years, to the Uſe of the firſt and other Sons of the Body of the ſaid *Olivia* by him the ſaid *Abel Aſkew* to be begotten ſucceſſively in Tail Male, with Remainder to all and every the Daughter and Daughters of the ſaid *Olivia* by the ſaid *Abel Aſkew* to be begotten in Tail General, with Remainder to the ſaid *Valentine Vane* the younger, and *Xerxes Zant*, their Executors, Adminiſtrators and Aſſigns, for the Term of five hundred Years, upon the Truſts, and under the Proviſoes therein after expreſſed, touching the ſame Term with the laſt Remainder in Fee to the Survivor of them the ſaid *Abel Aſkew* and *Olivia* his Wife, and the Heirs and Aſſigns of ſuch Survivor for ever. And whereas by Deed Poll dated the firſt Day of *June* which was in the Year of our Lord 1724, and indorſed on the ſecond Skin of the ſaid Indenture Quadrupartite, the then Reſidue of the ſaid Term of ninety-nine Years to the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein after aſſigned, or mentioned or intended ſo to be, was aſſigned by the ſaid *Thomas Turner* (the then ſurviving Truſtee for the ſame Term) unto the ſaid *Charles Cuſt*, his Executors, Adminiſtrators and Aſſigns; and by the ſame Deed Poll the then Reſidue of the ſaid Term of two hundred Years as to the ſame Premiſſes was aſſigned by the Reverend *Charles Sandys*, of, *&c.* (who was the Executor of the laſt Will and Teſtament of the ſaid *Samuel Sandys*, the ſurviving Truſtee for the ſame Term (unto the ſaid *David Dennis*, his Executors, Adminiſtrators and Aſſigns, and by the ſame Deed Poll the then Reſidue of the ſaid Term of five hundred Years as to the ſame Premiſſes was aſſigned by *Daniel Danly* of, *&c.* (who was the Executor of the laſt Will and Teſtament of the ſaid *Xerxes Zant*, the ſurviving Truſtee for the ſame Term) unto the ſaid *Edward Eales*, his Executors, Adminiſtrators and Aſſigns: But as to all the ſaid Terms, in Truſt for the ſaid Dame *Grace Gell*, her Heirs and Aſſigns, and to attend and go along with the Inheritance of the ſame Premiſſes by her then purchaſed, and to her ſoon after

Recital of a Deed and Fine by Huſband and Wife,

by which a Term was raiſed determinable upon the Death of the Survivor of them, upon Truſts therein mentioned, then the Lands, *&c.* are limited to the Uſe of Huſband and Wife, and Survivor, for Life *ſans Waſte*,

Remainder to Truſtees to preſerve contingent Remainders,

then to the Truſtees for another long Term.

Then to firſt and other Sons in Tail Male,

then to Daughters in Tail General.

Then to other Truſtees for another long Term,

Remainder in Fee to the Survivor of Huſband and Wife.

A Deed Poll (indorſed on the firſt Deed) recited,

by which the ſeveral Terms were, by the ſurviving Truſtees reſpectively, aſſign'd to Truſtees for a Purchaſer,

to attend the Inheritance then conveyed.

conveyed

conveyed by the Indentures of Leaſe and Releaſe firſt herein after mentioned or referred to, and to protect and defend the ſame Premiſſes from all meſne Charges and ſubſequent Incumbrances. And whereas by Indenture dated on or about the twelfth Day of *April* 1712 (reciting as therein is recited, and for the Conſiderations therein mentioned) the ſaid *Thomas Turner* by the Direction of the ſaid *Abel Aſkew* did demiſe and grant unto *Elizabeth Eave* Widow, her Executors, Adminiſtrators and Aſſigns, Part of the Premiſſes in the ſaid Indenture Quadripartite, Fine and Deed Poll reſpectively comprized; that is to ſay, the three Barns and two Stables ſituate upon the ſix Yard-Lands herein after mentioned, and the ſaid ſix Yard-Lands, and the Meſſuage or Tenement called *Marfield* Tenement, with the Barn, Stable and Garden thereto belonging, and the two Yard-Lands called *Trogleys*, all herein after more particularly mentioned and deſcribed, with their reſpective Appurtenances, to hold the ſame Premiſſes unto the ſaid *Elizabeth Eave*, her Executors, Adminiſtrators and Aſſigns, from thenceforth, for the Term of one thouſand Years, for ſecuring the Payment of the Sum of 300*l.* principal Money, and Intereſt for the ſame, at the Rate of 5*l. per Cent. per Annum*, by the ſaid *Abel Aſkew*, unto the ſaid *Elizabeth Eave*, her Executors, Adminiſtrators or Aſſigns, at certain Days and Times in the ſaid Indenture of the twelfth Day of *April* 1712 for that Purpoſe limited, and long ſince paſt. And whereas the Reſidue of the ſaid Term of one thouſand Years did afterwards, by divers good meſne Aſſignments, or otherwiſe, legally come to and veſt in the ſaid *Francis Fenton*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid Dame *Grace Gell*, her Heirs and Aſſigns, for the like Purpoſes as are herein beforementioned of and concerning the ſaid three firſt herein before recited Terms, as by Indenture dated the twelfth Day of *November* 1726, and made or mentioned to be made between *Grace Eave*, Widow, of the one Part, and the ſaid *Brian Bell* of the other Part, and one Deed Poll thereon indorſed, dated the third Day of *July* 1727, and the ſeveral Deeds in the ſame Indenture recited, Relation being thereunto reſpectively had, may appear. And whereas by Indenture of Demiſe and Mortgage dated the third Day of the Month of *July* in the thirteenth Year of the Reign of his late Majeſty King *George* the Firſt, reciting as therein is recited, and for the Conſiderations therein mentioned, the ſaid Dame *Grace Gell*, by the Name of Dame *Grace Gell*, Widow and Relict of Sir *Henry Gell*, late of, *&c.* Knight, deceaſed, did demiſe and grant unto the ſaid *Brian Bell* all that the Manor or Lordſhip of *Ingleton* in the County of *Bedford*, and all thoſe Meſſuages, Tenements or Farms, with the Lands and Grounds thereunto belonging, or therewith uſed, ſituate, lying and being in the Town, Pariſh, Fields, Precincts or Territorities of *Ingleton* aforeſaid, then in the Tenure of *Zeno Zond*, his Under-tenant or Under-tenants, Aſſignee or Aſſignees; And alſo all that Common or Waſte Ground called or known by the Name of the *Kerns*, containing by Eſtimation five hundred Acres, or thereabouts, be the ſame more or leſs, ſituate, lying and being within the Manor, Town, Pariſh, Fields, Precincts or Territories of *Ingleton* aforeſaid; and all thoſe the ſaid three Barns and two Stables, ſituate and ſtanding upon the ſaid Land called or known by the Name of *Lenton* in *Ingleton* aforeſaid, and alſo the ſaid Land called *Lenton* lying in the common Fields or Territories of *Ingleton* aforeſaid; And alſo all that the ſaid Meſſuage or Tenement called *Marfield*, with the ſaid Barn, Stable and Garden thereto belonging; And alſo all thoſe the ſaid two Yard-Lands, called or known by the Name of *Newtons*; which ſaid Meſſuage or Tenement, and two Yard-Lands laſt mentioned, are ſituate, lying and being in *Ingleton* in the ſaid County of *Bedford*; all which ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, in and by the ſaid laſt mentioned Indenture demiſed and granted, or mentioned or intended ſo to be, were purchaſed by the ſaid Dame *Grace Gell* of and from the ſaid *Abel Aſkew* and *Olivia* his Wife, and their Truſtees, and were by Indentures of Leaſe and Releaſe, bearing Date reſpectively the ſecond and third Days of the ſaid Month of *July* 1727, the Releaſe being Quadripartite, and made or mentioned to be made between the ſaid *Abel Aſkew*, then late of, *&c.* and the ſaid *Olivia* his Wife, of the firſt Part, the ſaid *Charles Sandys* of the ſecond Part, the ſaid *Thomas Turner* of the third Part, and the ſaid Dame *Grace Gell* of the fourth Part, and by other Aſſurances in the Law, granted and conveyed, or mentioned or intended to be granted and conveyed, unto, and to the Uſe of her the ſaid Dame

A Mortgage for Years of Part recited,

and meſne Aſſignments thereof,

in Truſt for the ſame Purchaſer,

and a Mortgage for Years made by the ſame Purchaſer.

Grace Gell, her Heirs and Aſſigns for ever; And all and every other the Manors, Meſſuages, Farms, Lands and Hereditaments whatſoever, which in and by the ſaid Indentures of Leaſe and Releaſe were granted and releaſed, or mentioned to be granted and releaſed to her the ſaid Dame *Grace Gell* and her Heirs; and all Houſes, Out-Houſes, Edifices, Buildings, Barns, Stables, Dove-Houſes, Yards, Gardens, Orchards, Toſts, Curtilages, Commons, Common of Paſture, cuſtomary Lands, Waſtes, Heaths, Downs, Moors, Sheep-Walks, Woods, Under-woods, Timber Trees, and the Ground and Soil of the ſame Ways, Waters, Water-Courſes, Fiſhings, Fiſhing-Places, Mines, Quarries, Rents and Services, as well of free and cuſtomary Tenants, Reliefs, Eſcheats, Heriots, Courts, Perquiſites and Profits of Courts, Waifs, Eſtrays, Deodands, Royalties, Juriſdictions, Franchiſes, Privileges, Rights, Members and Appurtenances whatſoever to the ſaid Manor, Meſſuages, Farms, Lands, Tenements and Premiſſes therein before demiſed, or mentioned to be demiſed, and to every or any Part or Parts thereof, incident, belonging or appertaining, or therewith, or with any Part thereof, uſed, held, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member thereof; And the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſame Premiſſes; To hold the ſame Manor, Meſſuages, Farms, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Brian Bell*, his Executors, Adminiſtrators and Aſſigns, from thenceforth, for the Term of five hundred Years, without Impeachment of Waſte, under a Proviſo to be void on Payment of the Sum of 4000*l.* principal Money, and Intereſt for the ſame, at the Rate of 4*l.* 10*s.* *per Cent.* by the ſaid Dame *Grace Gell*, her Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Brian Bell*, his Executors, Adminiſtrators or Aſſigns, at certain Days andTimes therein for that Purpoſe limited, and long ſince paſt, according to, and in full diſcharge of the Condition of the Bond or Obligation, in the ſame Indenture of Demiſe recited, and bearing even Date therewith, wherein the ſaid Dame *Grace Gell* ſtood bound unto the ſaid *Brian Bell* in the penal Sum of 8000*l.* conditioned for Payment of the ſame 4000*l.* and Intereſt, at the ſaid Days and Times in the ſaid Proviſo for that Purpoſe limited; And in and by the ſaid laſt mentioned Indenture of Demiſe, for the Conſiderations therein before mentioned, the ſaid Dame *Grace Gell* did covenant and grant, to and with the ſaid *Brian Bell*, his Executors, Adminiſtrators and Aſſigns, that they the ſaid *Charles Cuſt*, *David Dennis*, *Edward Eales*, and *Francis Fenton* reſpectively, their reſpective Executors, Adminiſtrators and Aſſigns, ſhould ſtand and be poſſeſſed of, and intereſted in the Premiſſes compriſed in the ſaid ſeveral Terms of ninety-nine Years, two hundred Years, firſt mentioned Term of five hundred Years, and the ſaid Term of one thouſand Years reſpectively, with their and every of their Appurtenances, in Truſt, for the better and more effectual ſecuring the Payment by the ſaid Dame *Grace Gell*, her Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Brian Bell*, his Executors, Adminiſtrators or Aſſigns, of the ſaid Sum of 4000*l.* and Intereſt for the ſame, at the Times therein before limited for Payment thereof, and ſubject to ſuch Equity of Redemption as was therein before provided and declared; as by the ſaid ſeveral herein before recited Indentures, Fine and Deed-Poll, Relation being thereunto reſpectively had, may more fully appear. And whereas the ſaid Sum of 4000*l.* principal Money, or any Part thereof, was not paid at the Day in the ſaid laſt mentioned Proviſo, for that Purpoſe limited, nor at any Time ſince, by means whereof the ſaid Term and Eſtate of the ſaid *Brian Bell*, of and in the ſaid mortgaged Premiſſes became abſolute in Law. And whereas by Deed-Poll under the Hand and Seal of the ſaid *Brian Bell*, dated the fifth Day of the ſaid Month of *July* 1727, and annexed to the ſaid recited Indenture of Demiſe and Mortgage of the third Day of the ſame Month of *July*, the ſaid *Brian Bell* did acknowledge and declare that the ſaid 4000*l.* mentioned to be lent on and ſecured by the ſaid Bond, and the ſaid annexed Indenture, was really and truly the proper Money of the ſaid *Abel Aſkew*, and that the Name of him the ſaid *Brian Bell*, in the ſame Bond and Indenture, was only made uſe of in Truſt for the ſaid *Abel Aſkew*, his Executors and Adminiſtrators, as by the ſaid laſt recited Deed-Poll, Relation being thereunto had, may appear. And whereas there is now only due and owing to the ſaid *Abel Aſkew* for principal Money and Intereſt upon the ſaid recited Mortgage, the Sum of 4100*l.* of lawful Money of

General Words.

Habendum for a Term,

containing a Covenant that the Truſtees of the other Terms ſhould ſtand poſſeſſed for the more effectual ſecuring the Mortgage-Money.

and that the Money ſecured by the laſt Mortgage is unpaid.

A Deed-Poll recited, which declares a Truſt of the laſt Mortgage Money.

A Recital of what is now due thereon.

of *Great Britain*, and no more, all Intereſt for the ſaid 4000*l.* until the twenty-fifth Day of *July* now laſt paſt, having been duly paid by the ſaid Dame *Grace Gell*. And whereas the ſaid *Henry Hart* hath lately bought and purchaſed of and from the ſaid Dame *Grace Gell*, the ſaid mortgaged Manor, Meſſuages, Farms, Lands, Hereditaments and Premiſſes, together with divers other Meſſuages, Lands and Hereditaments in or near *Ingleton* and *Overton*, or one of them, in the County of *Bedford*, for the Sum or Price of 16000*l.* of lawful Money of *Great Britain*, out of which the ſaid Sum of 4000*l.* principal Money was upon the ſaid Purchaſe agreed to be paid off and ſatisfied, but the Intereſt for the ſame 4000*l.* from and after the twenty-fifth Day of *July* now laſt paſt was agreed to be paid by the ſaid *Henry Hart*, by and out of his own Monies over and above the ſaid Purchaſe-Money. And whereas by Indenture of Bargain and Sale, bearing Date the twenty-fifth Day of *January* now laſt paſt, inrolled or intended to be inrolled in Chancery, and made or mentioned to be made between the ſaid Dame *Grace Gell*, of the one Part, and the ſaid *Henry Hart* of the other Part, and by other good Conveyances and Aſſurances in the Law, from the ſaid Dame *Grace Gell* and others in conſideration of the Sum of 12000*l.* in Part of the ſaid Purchaſe-Money to the ſaid Dame *Grace Gell*, or by her Order and Direction, paid by the ſaid *Henry Hart*, in manner in the ſaid Indenture of Bargain and Sale, and other Conveyances, or ſome of them expreſſed, and of the Sum of 4000*l.* (Reſidue of the ſaid Purchaſe-Money therein agreed, or mentioned to be agreed to be paid by the ſaid *Henry Hart*, in diſcharge of the ſaid 4000*l.* principal Money due on the ſaid Mortgage, made to the ſaid *Brian Bell* as aforeſaid) and for the other Conſiderations in the ſame Conveyances mentioned, all the ſaid purchaſed Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, and the Fee Simple Inheritance, and Equity of Redemption thereof, have been legally and effectually conveyed and aſſured unto, and to the Uſe and Behoof of him the ſaid *Henry Hart*, and of his Heirs and Aſſigns for ever. Now this Indenture witneſſeth, That in conſideration of the Premiſſes, and for and in conſideration of the Sum of 4100*l.* of lawful Money of *Great Britain* (4000*l.* whereof is the Reſidue, and in full of the ſaid 16000*l.* Purchaſe-Money) to the ſaid *Abel Aſkew* in hand well and truly paid by the ſaid *Henry Hart*, at or before the Execution of theſe Preſents, at the Requeſt, and by the Direction and Appointment of the ſaid Dame *Grace Gell*, teſtified by her being a Party to, and her Sealing and Delivery of theſe Preſents, in full for all principal Money and Intereſt now due to him the ſaid *Abel Aſkew*, upon the ſaid Mortgage made to the ſaid *Brian Bell*, his Truſtee as aforeſaid, the Receipt and Payment of which ſaid Sum of 4100*l.* accordingly he the ſaid *Abel Aſkew* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Henry Hart*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents, and in conſideration of the Sum of 5*s.* of like Money to the ſaid *Brian Bell*, paid by the ſaid *James Innis*, at or before Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, the ſaid *Brian Bell*, at the Requeſt, and by the Direction and Appointment of the ſaid *Abel Aſkew* and Dame *Grace Gell*, teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents, hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth, at the Nomination of the ſaid *Henry Hart*, bargain, ſell, aſſign and ſet over unto the ſaid *James Innis*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments and Premiſſes, by the ſaid Indenture of Demiſe of the third Day of *July* in the ſaid thirteenth Year of the Reign of his ſaid late Majeſty King *George* the Firſt, demiſed and granted unto the ſaid *Brian Bell*, his Executors, Adminiſtrators and Aſſigns, for the Term of five hundred Years as aforeſaid, or mentioned ſo to be, with their Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Brian Bell*, of, in, to or out of the ſame Premiſſes, or any Part thereof, by virtue of the ſame Indenture, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments, and all other the ſaid herein before aſſigned Premiſſes, with their Appurtenances, unto the ſaid *James Innis*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for all the now Reſidue of the ſaid

The new Purchaſe recited.

And Agreement as to Payment of this Mortgage-Money.

The Indenture of Bargain and Sale inrolled, and the preſent Purchaſe recited.

The Conſiderations of this preſent Deed.

The Truſtee, *&c.* by Appointment, *&c.*

aſſigns to a Truſtee named by the now Purchaſer, the Term for Years veſted in him.

ſaid laſt mentioned Term of five hundred Years therein, upon the Truſts nevertheleſs, and for the Purpoſes herein after mentioned concerning the ſame Term. And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, and in conſideration of 5*s.* of like Money to the ſaid *Charles Cuſt* paid by the ſaid *James Innis*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, the ſaid *Charles Cuſt*, at the like Requeſt, and by the like Direction and Appointment of the ſaid *Abel Aſkew* and Dame *Grace Gell*, teſtified as aforeſaid, Hath bargained, ſold, aſſigned, and ſet over, and by theſe Preſents doth, at the like Nomination as aforeſaid, bargain, ſell, aſſign and ſet over, unto the ſaid *James Innis*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments and Premiſſes, in and by the Indenture of the ſeventeenth Day of *May* 1703, and Fine thereupon levied, limited, or mentioned to be limited for the aforeſaid Term of ninety-nine Years, and by the ſaid Deed Poll on the ſecond Skin of the ſame Indenture aſſigned, or mentioned to be aſſigned to the ſaid *Charles Cuſt*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſame Term as aforeſaid, with their Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Charles Cuſt*, of, in, to, or out of the ſame Premiſſes, or any Part thereof, by virtue of the ſaid laſt mentioned Indenture, Fine and Deed-Poll, every or any of them, or otherwiſe howſoever; To have and to hold the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments, and all other the ſaid laſt herein before aſſigned Premiſſes, with their Appurtenances, unto the ſaid *James Innis*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for all the now Reſidue of the ſaid Term of ninety-nine Years therein, upon the Truſts nevertheleſs, and for the Purpoſes herein after mentioned concerning the ſame Term. And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, and in conſideration of 5*s.* of like Money to the ſaid *David Dennis* paid by the ſaid *Kenelm Kerne*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, the ſaid *David Dennis*, at the like Requeſt, and by the like Direction and Appointment of the ſaid *Abel Aſkew* and Dame *Grace Gell* (teſtified as aforeſaid), hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth, at the like Nomination as aforeſaid, bargain, ſell, aſſign and ſet over, unto the ſaid *Kenelm Kerne*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments and Premiſſes, in and by the ſaid laſt mentioned Indenture and Fine limited, or mentioned to be limited for the aforeſaid Term of two hundred Years, and by the laſt mentioned Deed-Poll aſſigned, or mentioned to be aſſigned to the ſaid *David Dennis*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſame Term as aforeſaid, with their Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *David Dennis*, of, in, to, or out of the ſame Premiſſes, or any Part thereof, by virtue of the ſaid laſt mentioned Indenture, Fine and Deed-Poll, every or any of them, or otherwiſe howſoever; To have and to hold the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments, and all other the ſaid laſt herein before aſſigned Premiſſes, with their Appurtenances, unto the ſaid *Kenelm Kerne*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for all the now Reſidue of the ſaid Term of two hundred Years therein, upon the Truſts nevertheleſs, and for the Purpoſes herein after mentioned, concerning the ſame Term, And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, and in conſideration of 5*s.* of like Money to the ſaid *Edward Eales* paid by the ſaid *Leonard Lant*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, the ſaid *Edward Eales*, at the like Requeſt, and by the like Direction and Appointment of the ſaid *Abel Aſkew* and Dame *Grace Gell*, teſtified as aforeſaid, hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth, at the like Nomination as aforeſaid, bargain, ſell, aſſign and ſet over, unto the ſaid *Edward Eales*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Manors, Meſſuages, Farms, Lands, Hereditaments and Premiſſes, in and by the ſaid laſt mentioned Indenture and Fine limited, or mentioned to be limited, for the ſaid firſt mentioned Term of five hundred Years, and by the ſaid laſt mentioned Deed-Poll aſſigned, or mentioned

The like Aſſignment of another Term.

The like Aſſignment of another Term.

The like Aſſignment of the fourth Term.

mentioned to be aſſigned, to the ſaid *Edward Eales*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſame Term as aforeſaid, with their Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Edward Eales*, of, in, to, or out of the ſame Premiſſes, or any Part thereof, by virtue of the ſaid laſt mentioned Indenture, Fine and Deed Poll, every or any of them, or otherwiſe howſoever; To have and to hold the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments, and all other the ſaid laſt herein before aſſigned Premiſſes, with their Appurtenances, unto the ſaid *Leonard Lant*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for all the now Reſidue of the ſaid laſt mentioned Term of five hundred Years therein, upon the Truſts nevertheleſs, and for the Purpoſes herein after mentioned, concerning the ſame Term. And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, and in conſideration of 5*s*. of like Money to the ſaid *Francis Fenton*, paid by the ſaid *Miles Merry*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, the ſaid *Francis Fenton*, at the like Requeſt, and by the Direction and Appointment of the ſaid *Abel Aſkew* and Dame *Grace Gell* (teſtified as aforeſaid) hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth, at the like Nomination as aforeſaid, bargain, ſell, aſſign and ſet over, unto the ſaid *Miles Merry*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in and by the ſaid Indenture of the twelfth Day of *April* 1712 demiſed and granted as aforeſaid, or mentioned ſo to be, with their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Francis Fenton*, of, in, to, or out of the ſame Premiſſes, or any Part thereof, by virtue of the ſame Indenture, or the meſne Aſſignments thereof, or any of them, or otherwiſe howſoever, together with the ſame Indenture and meſne Aſſignments; To have and to hold the ſaid Meſſuages, Lands, Hereditaments, and all other the ſaid laſt herein before aſſigned Premiſſes, with their Appurtenances, unto the ſaid *Miles Merry*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for all the now Reſidue of the ſaid Term of one thouſand Years therein, upon the Truſts nevertheleſs, and for the Purpoſes hereafter mentioned, concerning the ſame Term: And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the now Reſidues of the ſaid ſeveral Terms of five hundred Years, ninety-nine Years, two hundred Years, five hundred Years, and one thouſand Years, of and in the Premiſſes, in the ſame Terms reſpectively comprized, and herein before aſſigned, unto the ſaid *James Innis*, *Kenelm Kerne*, *Leonard Lant*, and *Miles Merry* reſpectively, and their reſpective Executors, Adminiſtrators and Aſſigns as aforeſaid, are and were ſo to them reſpectively aſſigned, in Truſt only for the ſaid *Henry Hart*, his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint, and in the mean time to attend, wait upon, and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes ſo conveyed to him and them as aforeſaid, to the end to protect and preſerve the ſame from all meſne Charges and Incumbrances, if any ſuch there be. And the ſaid *Brian Bell* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *James Innis*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Brian Bell* hath not done, committed, or wittingly ſuffered any Act, Matter or Thing, whereby the Premiſſes by him herein before aſſigned, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered. And the ſaid *Charles Cuſt* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *James Innis*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Charles Cuſt* hath not done, committed, or wittingly ſuffered, any Act, Matter or Thing, whereby the Premiſſes by him herein before aſſigned, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered. And the ſaid *David Dennis* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Kenelm Kerne*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *David Dennis* hath not done, committed, or wittingly ſuffered, any Act, Matter or Thing, whereby the Premiſſes by him herein

The Aſſignment of the fifth Term.

The Truſt of theſe five Terms declared, for the now Purchaſer, and to attend the Inheritance.

Covenant by a Truſtee that he ha not incumbered.

The like Covenant from another Truſtee.

The like Covenant from the third Truſtee.

before aſſigned, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered. And the ſaid *Edward Eales* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Leonard Lant*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Edward Eales* hath not done, committed, or wittingly ſuffered any Act, Matter or Thing, whereby the Premiſſes by him herein before aſſigned, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered. And the ſaid *Francis Fenton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Miles Merry*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Francis Fenton* hath not done, committed, or wittingly ſuffered any Act, Matter or Thing, whereby the Premiſſes by him herein before aſſigned, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered. And the ſaid *Abel Aſkew* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Henry Hart*, his Heirs and Aſſigns, that he the ſaid *Abel Aſkew* hath not, at any Time heretofore, done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby the Premiſſes herein before aſſigned, or any of them, or any Part thereof, or the ſaid ſeveral Terms for Years therein, or any of them, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. In witneſs, *&c.*

The like Covenant from the fourth Truſtee.

The like from the fifth Truſtee.

The like from the *Ceſtuy que Truſt* of the laſt Mortgage.

Nº 9. *An Aſſignment of a Moiety of a fourth Part of a Leaſe of a Light-Houſe under a Patent, and of ſome Land purchaſed to accommodate it. This Deed being made by the Aſſignee of the Executors of one Partner of four to a Perſon who had paid Half the Money for that fourth Part. With good Recitals.*

THIS Indenture, made the ninth Day of *Auguſt Anno Domini* 1725, and in the eleventh Year of the Reign, *&c.* between *Amos Aſton*, of, *&c.* Eſq; of the one Part, and *Barnaby Bing* of, *&c.* Merchant, of the other Part. Whereas by Indenture Quadrupartite, bearing Date the ſecond Day of *May* in the Year of our Lord 1718, and made or mentioned to be made between *Clement Cater* junior, of, *&c.* Gent. of the firſt Part, *Darby Dun*, of, *&c.* Gent. of the ſecond Part, *Edward Eades* of, *&c.* Baker, of the third Part, and *Francis Flint* of, *&c.* Gent. of the fourth Part, reciting, that by Indenture of Leaſe bearing Date the ſixth Day of *March Anno Domini* 1717, and made or mentioned to be made between the Maſter, Wardens and Aſſiſtants of the Guild, Fraternity or Brotherhood of the moſt Glorious and Undivided Trinity, and of St. *Clement*, and in the Pariſh of *Deptford Strond* in the County of *Kent*, of the one Part, and the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades*, and *Francis Flint* of the other Part, reciting *(inter alia)* That whereas our Sovereign Lord King *George*, by his Letters Patent under the Great Seal of *Great Britain*, bearing Date at *Weſtminſter* the twenty-ſixth Day of *May* in the ſecond Year of his Reign, did for himſelf, his Heirs and Succeſſors, give and grant unto the ſaid Maſter, Wardens and Aſſiſtants, and their Succeſſors, free Licence and Authority, to build, ſet up, renew and maintain a Lighthouſe on the Iſland of *Portland* (as is therein deſcribed) with Lights to be continually burning therein in the Night Seaſon, whereby Seafaring Men and Mariners might avoid Dangers; And for defraying the Charge in Erecting and Maintaining the ſaid Lighthouſe, his ſaid Majeſty did declare and grant, That for ever from the Time the Lights ſhould be lighted in the ſaid intended Lighthouſe, the ſaid Maſter, Wardens and Aſſiſtants, their Succeſſors and Aſſigns, ſhould or might collect and receive of the Maſters and Owners of all Ships and Veſſels the ſeveral Duties of one Halfpenny *per* Ton in, and one Halfpenny *per* Ton out, for all *Britiſh* Ships bound to and from foreign Parts; double the ſame for Strangers; and twelwe Pence a Veſſel for Coaſters as often as they paſs by the ſaid Lighthouſe. The Duties of Outward-bound Ships to be paid before their clearing Outwards at any of his Majeſty's Cuſtomhouſes; To hold to the ſaid Maſter, Wardens and Aſſiſtants,

Indenture Quadrupartite recited, which recited a Leaſe which recited a Grant from the Crown to build, *&c.* a Lighthouſe at a certain Place,

and to receive Duties,

Aſſiſtants, their Succeſſors and Aſſigns for ever, without any Account to be rendered to his ſaid Majeſty, his Heirs or Succeſſors, for the ſame, or any Part thereof, as by the ſaid Letters Patent, Relation being thereunto had, may more at large appear. And further reciting, that the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint* (in purſuance of an Agreement and Order made by the ſaid Maſter, Wardens and Aſſiſtants at a then late General Court of their Corporation) had at their own proper Coſts and Charges erected and built two Lighthouſes of Stone upon *Portland*, wherein two Lights had been and were continually burning in the Night Seaſon, it was by the ſaid Indenture of Leaſe witneſſed, That in conſideration of the Coſts and Charges in Building and Maintaining the ſaid two Lighthouſes, and the Rents and Covenants therein after reſerved and contained, they the ſaid Maſter, Wardens and Aſſiſtants did Demiſe, and to Farm let unto the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, their Executors, Adminiſtrators and Aſſigns, the ſaid ſeveral Duties in and by the ſaid Letters Patent granted, and all other Benefit and Advantage which lawfully could or might be had, or ſhould ariſe, or be made by reaſon of the ſaid Lighthouſes and Letters Patent; To hold the ſaid Duties in and by the ſaid Letters Patent granted, and all other Benefit and Advantage which can or may be made thereby unto the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades*, and *Francis Flint*, their Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of St. *Michael* the Archangel then laſt paſt for the Term of ſixty-one Years from thence next enſuing, at and under the yearly Rent or Sum of 80 *l.* payable Half-yearly, as therein is mentioned; And alſo further reciting, that whereas the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, did at all their reſpective and equal Coſts and Charges jointly purchaſe ſundry Lands in the ſaid Iſland of *Portland* for raiſing Stone wherewith to build the ſaid Lighthouſes, and had alſo at their equal Coſts and Charges paid for Building and Erecting the ſame, they the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, in and by the ſaid Indenture Quadrupartite, did for themſelves ſeverally, and not jointly, and for their ſeveral, and not joint Executors, Adminiſtrators and Aſſigns, covenant, promiſe, declare and agree to and with the other and others of them, his and their Executors, Adminiſtrators and Aſſigns, that the ſaid recited Indenture of Leaſe ſo granted to them the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint* as aforeſaid, and all Benefits, Profits and Advantages whatſoever, which ſhould or might ariſe, or be made thereof, and of the ſaid Lighthouſes, and Letters Patent, or of the ſaid Land ſo purchaſed in the ſaid Iſland of *Portland* for the Purpoſe aforeſaid, and all and every the ſaid Premiſſes, ſhould and were thereby declared to be to and for the joint and equal Uſe and Benefit of them the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, and every of them, their and every of their Executors, Adminiſtrators and Aſſigns, in equal Proportions and Share one with another; and alſo that the Rent beforementioned to be reſerved by the ſaid Indenture of Leaſe, and all Charges and Expences for Servants, Coals and other Neceſſaries, to attend, maintain and keep the ſaid Lighthouſes and Lights there continually burning in the Night Seaſon, for and during the ſaid Term of ſixty-one Years, and all other Coſts and Charges whatſoever relating to the ſaid Lighthouſes and Lands ſo purchaſed by them as aforeſaid, ſhould be paid, born and ſuſtained by the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, their Executors, Adminiſtrators and Aſſigns, equally Share and Share alike. And alſo, that no Benefit or Advantage of Survivorſhip ſhould take place or be inſiſted on by any or either of the ſaid Parties, in caſe any one or more ſhould happen to ſurvive the other or others of them, but that the Executors or Adminiſtrators of the Party dying within the ſaid Term of ſixty-one Years ſhould have, receive and enjoy ſuch Part and Share of the ſaid Lighthouſes, Land and Premiſſes abovementioned, and all Profit and Advantage ariſing therefrom, for the Reſidue of the ſaid Term of ſixty-one Years, in as full and ample Manner as the Perſon or Perſons ſo dying as aforeſaid, ſhould, could or might have received and enjoyed the ſame, had he or they been living, ſubject nevertheleſs, and liable unto, and under ſuch further Covenants, Clauſes, Agreements, Reſtrictions and Proviſoes, as are in and by the ſaid recited Indenture Quadrupartite expreſſed and contained, as in and by the ſaid Indenture Quadrupartite, Relation being hereunto had,

and that the Leſſees had built two Lighthouſes there.

The Subſtance of the Leaſe recited,

and that the Leſſees had purchaſed Lands to raiſe Stone, and build the Lighthouſe,

and had covenanted by the Indenture Quadrupartite to enjoy, &c. in Proportion,

without Benefit of Surviorſhip.

Recital of an Indenture of Aſſignment of a fourth Part by the Executors of a deceaſed Partner to a Stranger, of the Leaſe, and the purchaſed Land.

will more at large appear. And whereas by Indenture bearing Date on or about the ſixth Day of *December* laſt paſt before the Date hereof, and made or mentioned to be made between *Kenelm Kelly* of, *&c.* Gent. and *Luke Lane* of, *&c.* Cooper, Executors of the laſt Will and Teſtament of the ſaid *Edward Eades*, of the one Part, and the ſaid *Amos Aſton* of the other Part, reciting among other Things to the Effect herein before recited, they the ſaid *Kenelm Kelly* and *Luke Lane*, in conſideration of the Sum of 1200 *l.* of lawful Money of *Great Britain* therein mentioned to be to them paid by the ſaid *Amos Aſton*, did grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Amos Aſton*, all their ſaid Teſtator *Edward Eade*'s fourth Part or Share of, in and to the ſaid Indenture of Leaſe therein and herein before recited, and the Term therein mentioned then to come and unexpired; and alſo of, in, and to all Benefit, Profits and Advantage whatſoever, which ſhould or might ariſe from, or be in any ſort made thereof, or of any Part or Parcel thereof, and all Arrearages thereof, and of all the ſeveral Duties ariſing from the ſaid Lighthouſes or otherwiſe, by virtue of the ſaid Letters Patent; and alſo in and to one undivided fourth Part of all the Land which had been purchaſed in the ſaid Iſland of *Portland* by the ſaid *Clement Cater* junior, *Darby Dun*, *Edward Eades* and *Francis Flint*, near adjoining to the ſaid Lighthouſes, and which had been purchaſed for the Uſe of the ſame, together with all Leaſe or Leaſes, or Term or Terms of Years thereof, at any Time thentofore granted, and all the Eſtate, Right, Title, Intereſt, Term of Years and Time to come, Power, Privileges and Authorities, Profit, Claim and Demand whatſoever, which the ſaid *Edward Eades*, their late Teſtator, had in his Life-time in and to the ſaid Lighthouſes, and the ſaid Lands and Premiſſes thereunto belonging, and which they the ſaid *Kenelm Kelly* and *Luke Lane* then had, or ought to claim in and to the Premiſſes aforeſaid, any and every Part thereof, by force and virtue of the ſaid recited Indenture of Leaſe, Indenture Quadrupartite, Letters Patent, other Deeds, Inſtruments, Conveyances and Aſſurances whatſoever; To hold the ſame fourth Part or Share, and all other the thereby aſſigned Premiſſes unto the ſaid *Amos Aſton*, his Executors, Adminiſtrators and Aſſigns, from the fourth Day of *June* then laſt paſt, for and during all the Reſt, Reſidue and Remainder of the Term of ſixty-one Years, in and by the ſaid recited Indenture of Leaſe granted, and then to come and unexpired, in as large, ample and beneficial Manner and Form, to all Intents and Purpoſes, as the ſaid *Edward Eades* in his Life-time held and enjoyed the ſame, or the ſaid *Kenelm Kelly* and *Luke Lane* then held and enjoyed the ſame, ſubject nevertheleſs to the Rent and Covenants in the ſaid recited Indenture of Leaſe contained; and alſo to the ſeveral Covenants, Reſtrictions and Agreements which were on the Part and Behalf of the ſaid *Edward Eades* in and by the ſaid Indenture Quadrupartite to be obſerved, performed, fulfilled and kept, according to the Share and Proportion of him the ſaid *Edward Eades*, as is therein mentioned, contained and expreſſed; And by the ſaid Indenture of Aſſignment of the ſixth Day of *December* now laſt paſt, the ſaid *Kenelm Kelly* and *Luke Lane*, did (among other Things) covenant and grant to and with the ſaid *Amos Aſton*, well and truly, according to the Cuſtom of the Manor of the Iſland of *Portland*, to ſurrender, or cauſe to be ſurrendered into the Hands of the Lord of the ſaid Manor, all their Part, Share, Right, Title and Intereſt of, in and to the ſaid Land mentioned to be purchaſed, for the Purpoſes aforeſaid, in the ſaid Iſland of *Portland*, to the Uſe and Behoof of the ſaid *Amos Aſton* and his Heirs, as in and by the ſaid laſt mentioned Indenture, Relation being thereunto had, may more fully and at large appear. And whereas one Moiety or Half-part of the ſaid Sum of 1200*l.* mentioned to be paid by the ſaid *Amos Aſton* to the ſaid *Kenelm Kelly* and *Luke Lane*, for the Purchaſe of the ſaid fourth Part of the Premiſſes as aforeſaid, was the proper Monies of the ſaid *Barnaby Bing*, and by him really paid, and the other Moiety or Half-part thereof only was paid by the ſaid *Amos Aſton*, and the Name of the ſaid *Amos Aſton*, in the ſaid laſt mentioned Indenture, was made uſe of as to one full Moiety or Half-part of the ſaid fourth Part of all the ſaid Premiſſes ſo therein and thereby purchaſed as aforeſaid, in Truſt for, and for the Uſe and Benefit of the ſaid *Barnaby Bing*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively. Now this Indenture witneſſeth, that in Conſideration of the Premiſſes, and in Performance and Execution of the aforeſaid Truſt repoſed in him the ſaid *Amos Aſton* as aforeſaid, and

Recital, that Half the Purchaſe-Money for this fourth Part was the Money of the Aſſignee under this Deed, and the Purchaſe (as to a Moiety) in Truſt for him.

for and in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to him the ſaid *Amos Aſton* in hand paid by the ſaid *Barnaby Bing*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Amos Aſton* hath granted, bargained, ſold, aſſigned, transferred and ſet over; And by theſe Preſents doth grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Barnaby Bing*, his Executors, Adminiſtrators and Aſſigns, one full Moiety or Half part of the ſaid fourth Part of all and ſingular the Premiſſes ſo purchaſed by the ſaid *Amos Aſton* of and from the ſaid *Kenelm Kelly* and *Luke Lane* for the ſaid Sum of 1200*l.* as aforeſaid; And all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Benefit, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Amos Aſton*, of, in, to, and out of the ſame Moiety of the ſaid fourth Part of the ſame Premiſſes, or any Part thereof; To have and to hold the ſaid Moiety or Half-part of the ſaid fourth Part, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby aſſigned, with all the Profits, Benefit and Advantage thereof, unto the ſaid *Barnaby Bing*, his Executors, Adminiſtrators and Aſſigns, from the ſaid fourth Day of *June* now laſt paſt, for and during all the Reſt, Reſidue and Remainder now to come and unexpired of the ſaid Term of ſixty-one Years, in and by the ſaid recited Indenture of Leaſe granted as aforeſaid, ſubject to ſuch Rent, Covenants, Reſtrictions and Agreements, as the ſaid Premiſſes are ſubject and liable to, by virtue of the ſaid Indenture of Leaſe and Indenture Quadrupartite, and Indenture of the ſixth of *December* now laſt paſt, according to the hereby aſſigned Share and Proportion of the ſaid *Barnaby Bing*, of and in the ſame Premiſſes. And the ſaid *Amos Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Barnaby Bing*, his Heirs, Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, That for and notwithſtanding any Act, Matter or Thing, by him the ſaid *Amos Aſton* done or committed to the contrary, he the ſaid *Barnaby Bing*, his Heirs and Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy to and for his and their own Uſe and Benefit, one Moiety or Half-part of all the Part, Share, Right, Title and Intereſt, of, in, and to the ſaid Land mentioned to be purchaſed for the Purpoſe aforeſaid, in the ſaid Iſland of *Portland*, which in and by the ſaid Indenture of the ſixth of *December* now laſt paſt was covenanted and agreed to be ſurrendered to the Uſe of him the ſaid *Amos Aſton* and his Heirs as aforeſaid; And alſo that he the ſaid *Amos Aſton* hath not at any Time heretofore done, committed, or wittingly and willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof, the ſaid Moiety and Premiſſes mentioned or intended to be hereby aſſigned as aforeſaid, or any Part thereof, or the ſaid Term of ſixty-one Years, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. And moreover, that he the ſaid *Amos Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, and all and every other Perſon or Perſons whatſoever lawfully claiming, or to claim, from, by or under, or in Truſt for him, them, or any of them, ſhall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next enſuing the Date hereof, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further and better conveying and aſſuring of the ſaid Moiety and Premiſſes mentioned, or intended to be hereby aſſigned, and every Part thereof, unto the ſaid *Barnaby Bing*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, as by the ſaid *Barnaby Bing*, his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed or deviſed, and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenant than againſt the Perſon or Perſons, his or their Heirs, Executors or Adminiſtrators reſpectively, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And further, that he the ſaid *Amos Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will at any Time or Times hereafter, at the Requeſt,

Grant and Aſſignment of a Moiety of a fourth Part.

Covenant for quiet Enjoyment,

and that the Grantor has not done any Thing to impeach the Title.

And for further Aſſurances,

and for ſhewing in Evidence ſome Deeds.

Coſts and Charges of the ſaid *Barnaby Bing*, his Heirs, Executors, Adminiſtrators or Aſſigns (unleſs hindred or prevented by Fire, or other inevitable Accident) produce and ſhew forth, or cauſe to be produced and ſhewn forth in any Court of Law or Equity, or to any Counſel or Counſels, or otherwiſe, as Occaſion ſhall be and require, the ſaid Indenture Quadrupartite of the ſecond of *May* 1718, the ſaid Indenture of the ſixth of *December* now laſt paſt, and alſo the Copy of a Surrender dated the firſt of *May* 1718, from the ſaid *Darby Dun* and *Francis Flint*, to the Uſe of the ſaid *Clement Cater* and *Edward Eades*, and their Heirs, for the Evidencing, Maintaining and Proving the Title of him the ſaid *Barnaby Bing*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, in and to his the ſaid *Barnaby Bing*'s Share and Proportion of the Premiſſes. And laſtly, the ſaid *Barnaby Bing* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid *Amos Aſton*, his Executors, Adminiſtrators and Aſſigns, well and ſufficiently to ſave, defend, keep harmleſs and indemnify him the ſaid *Amos Aſton*, his Executors, Adminiſtrators and Aſſigns, of and from all Coſts, Charges, Damages, and Expences whatſoever, which he or they ſhall or may be put unto, or which ſhall or may ariſe or happen by, or by means of any Covenant or Agreement contained in the ſaid recited Indenture of Leaſe, Indenture Quadrupartite, or Indenture of the ſixth of *December* now laſt paſt, or otherwiſe howſoever, relating to or for or on account of his the ſaid *Barnaby Bing*'s Share and Proportion, of, in, and to the aforeſaid Premiſſes. In witneſs, *&c.*

And for Indemnity of the Aſſignor by the Aſſignee againſt Covenants, as to a Moiety of a fourth Part.

N° 10. *A Conveyance by Leaſe and Releaſe (this being the Releaſe) of a Leaſe for three Lives of a Prebend, Parſonage,* &c. *(with Exception of Spiritual Courts and an Advowſon) ſubject to the Rents and Covenants. The Vendor covenants that he has not avoided the Leaſe. The Vendee covenants to pay the Rents and perform the Covenants,* &c.

THIS Indenture, made the tenth Day of *May Anno Domini* 1730, and in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God King of *Great Britain*, *France* and *Ireland*, Defender of the Faith, *&c.* between *Auſtin Archer* of *Bruton* in the County of *Cambridge*, Eſq; of the one Part, and Sir *Ezra Ent* of *London*, Knt. of the other Part. Whereas by Indenture of Leaſe bearing Date the tenth Day of *January* which was in the Year of our Lord 1724, and made, or mentioned to be made between the Reverend *Fulk Flint* of *Grenos* in the County of *Hertford*, Doctor in Divinity, Prebendary of the Prebend of *Gobland*, founded in the Cathedral Church of St. *Peter* of *Kent*, of one Part, and the ſaid *Auſtin Archer* and *Lambert Love* of *Muddo* in the ſaid County of *Cambridge*, Gentleman, and *Noah Love* of *Otty* in the County of *Hertford*, Gentleman, of the other Part, in Conſideration of the Surrender of a former Leaſe thentofore made by *Peter Peck*, Clerk (then deceaſed) of the Prebend, Parſonage, Rectory and Lands therein and herein after mentioned, and for other the Conſiderations in the ſame Indenture mentioned, the ſaid *Fulk Flint* did Demiſe, Grant, and to Farm let unto the ſaid *Auſtin Archer* and his Heirs, all that the Prebend, Rectory and Parſonage of *Gobland* aforeſaid in the County of *Hertford*, with all the Portions of *Quenn* and *Rice* in the ſaid County of *Kent*, and all Meſſuages, Cottages or Tenements, Glebe Lands, Lands, Meadows, Paſtures, Feedings, Tithes, Oblations, Obventions, Profits, Waters, Fiſhings, Temporal Courts, Perquiſites and Profits of Courts, Liberties, Franchiſes, Services and Hereditaments whatſoever, to the ſaid Prebend, Rectory or Parſonage, or either or any of them, in any wiſe belonging or appertaining, or therewith then or thentofore held, uſed, occupied or demiſed, as Part, Parcel or Member thereof (except and always reſerved unto the ſaid *Fulk Flint* and his Succeſſors, Prebendaries of the ſaid Prebend of *Gobland*, the Spiritual Courts and Juriſdictions Eccleſiaſtical, and the Advowſon, Donation, and free Diſpoſing of the Vicarage of the Pariſh Church of *Gobland* aforeſaid, when, and ſo often as the ſame ſhould become void); To hold the ſaid Prebend, Rectory, Parſonage, Meſſuages, Glebe Lands, Lands, Meadows, Tithes, Hereditaments, and

The Parties.

A Leaſe for Lives of a Prebend, Parſonage, *&c.* recited.

General Words.

Exception of Spiritual Courts and an Advowſon.

Habendum to the Leſſee for three Lives.

and all and ſingular other the Premiſſes with their Appurtenances (except before excepted) unto the ſaid *Auſtin Archer*, his Heirs and Aſſigns, from the making of the ſame Indenture, for and during the natural Lives of him the ſaid *Auſtin Archer* and of Sir *Luke Love*, Baronet, and of *Xerxes Xoll*, Son of *Xerxes Xoll* of *Gobland* aforeſaid, Gent. and the Life of the longer Liver of them, at and under the yearly Rent of 20*l.* of lawful Money of *Great Britain*, payable unto the ſaid *Fulk Flint* and his Succeſſors, Prebendaries of the ſaid Prebend, or to his or their Aſſignee or Aſſignees, at the uſual Feaſts of Saint *Michael* the Archangel, and the Annunciation of the bleſſed Virgin *Mary*, by even and equal Portions, and under divers Covenants and Agreements in the ſame Indenture contained on the Leſſee's Part to be done and performed, and particularly a Covenant, that he the ſaid *Auſtin Archer*, his Heirs and Aſſigns, ſhould yearly, during the Term aforeſaid, pay unto the ſaid Vicar of the Pariſh Church of *Gobland* aforeſaid for the Time being, 5*l.* of lawful Money of *Great Britain*, at the aforeſaid Feaſts, by equal Portions, as by the ſaid recited Indenture (ſince duly executed by Livery of Seiſin thereon indorſed) Relation being thereunto had, may more fully appear. And whereas the ſaid Sir *Ezra Ent* hath contracted and agreed with the ſaid *Auſtin Archer*, for the abſolute Purchaſe of the ſaid Prebend, Rectory, Parſonage, Glebe Lands, Tithes, Hereditaments and Premiſſes, and all his Eſtate and Intereſt therein, for the Sum of 2000*l.* of lawful Money of *Great Britain*. Now this Indenture witneſſeth, That in purſuance of the ſaid recited Agreement, and for and in conſideration of the Sum of 2000*l.* of lawful Money of *Great Britain* to him the ſaid *Auſtin Archer* in hand well and truly paid by the ſaid Sir *Ezra Ent*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Auſtin Archer* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid Sir *Ezra Ent*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents, he the ſaid *Auſtin Archer* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid Sir *Ezra Ent*, his Heirs and Aſſigns, all and every the ſaid Prebend, Rectory and Parſonage, Portions, Meſſuages or Tenements, Glebe Lands, Lands, Meadows, Paſtures, Tithes, Hereditaments and Premiſſes, in and by the ſaid recited Indenture demiſed and granted as aforeſaid, or mentioned or intended ſo to be, with their and every of their Rights, Privileges, Members and Appurtenances. (All which ſaid Prebend, Rectory and Parſonage, Portions, Meſſuages, Lands, Tithes, Hereditaments, and other the Premiſſes hereby or mentioned to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid Sir *Ezra Ent*, by virtue of a Bargain and Sale to him thereof made by the ſaid *Auſtin Archer* for the Term of one whole Year, in conſideration of 5*s.* to him paid by the ſaid Sir *Ezra Ent*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by force of the Statute for Transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Property, Right and Benefit of Renewal, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Auſtin Archer*, of, in, to, or out of the ſaid Prebend, Rectory, Hereditaments, and other the Premiſſes hereby or mentioned to be hereby releaſed, or any of them, or any Part thereof, together with the ſaid recited Indenture, and all other Deeds, Evidences and Writings touching, or in any wiſe concerning the ſame Premiſſes, or any Part thereof, which he the ſaid *Auſtin Archer* now hath in his Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid Prebend, Rectory and Parſonage, Portions, Meſſuages, Glebe Lands, Lands, Tithes, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby granted and releaſed, with their and every of their Appurtenances, unto, and to the Uſe and Behoof of him the ſaid Sir *Ezra Ent*, and of his Heirs and Aſſigns, for and during the natural Lives of them the ſaid *Auſtin Archer*, Sir *Luke Love*, and *Xerxes Xoll* the Son, and the Lives and Life of the longeſt Livers and Liver of them (ſubject to the Rent, Covenants and Agreements in the ſaid recited Indenture of Leaſe reſerved and contained, and which from henceforth, on the Tenant's or Leſſee's Parts and Behalfs are to be paid, done and performed). And the ſaid *Auſtin*

and with a Covenant that the Leſſee ſhould pay a yearly Sum to the Vicar.

The Agreement for the Purchaſe recited.

The Conſideration of this Deed.

The Grant, Releaſe, &c.

The Parcels.

The Bargain, &c. for a Year mentioned.

General Words.

Deeds, &c.

Habendum to the Purchaſer,

during the Lives, &c.

ſubject to the Rents, &c.

The Vendor covenants, *Auſtin Archer* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid Sir *Ezra Ent*, his Heirs and Aſſigns, in manner following (that is to ſay) That for and notwithſtanding

that he has not avoided, &c. the Leaſe, any Act, Matter or thing whatſoever by him the ſaid *Auſtin Archer* done, committed, or wittingly or willingly ſuffered to the contrary, the ſaid recited Indenture of Leaſe is a good and ſufficient Demiſe and Leaſe, valid in the Law, of the ſaid Prebend, Rectory and Parſonage, Portions, Meſſuages, Glebe Lands, Tithes, Hereditaments, and other the Premiſſes hereby or mentioned to be hereby granted and releaſed, with their Appurtenances, for the Lives of the ſaid *Auſtin Archer*, Sir *Luke Love*, and *Xerxes Xoll* the Son, and the Lives and Life of the longeſt Livers and Liver of them, not forfeited, ſurrendered, or otherwiſe avoided or avoidable; And that the ſaid *Auſtin Archer* hath not, at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof the ſaid hereby granted and releaſed Prebend, Rectory and Parſonage, Portions, Meſſuages, Land, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever (except the ſaid Rent, Covenants and Agreements in the ſaid recited Indenture of Leaſe reſerved and contained, and which from henceforth, on the Tenant's or

and that he hath Power to convey, Leſſee's Parts are to be paid, done and performed). And further, that he the ſaid *Auſtin Archer* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) now hath in himſelf good Right, full Power, and lawful and abſolute Authority to grant, releaſe and convey the ſame Prebend, Rectory and Parſonage, Portions, Meſſuages, Lands, Tithes, Hereditaments and Premiſſes, with their Appurtenances, unto, and to the Uſe and Behoof of the ſaid Sir *Ezra Ent*, and of his Heirs and Aſſigns, for and during the Lives of them the ſaid *Auſtin Archer*, Sir *Luke Love*, and *Xerxes Xoll* the Son, and the Lives and Life of the longeſt Livers or Liver of

and for quiet Enjoyment. them (ſubject as aforeſaid); And alſo that he the ſaid Sir *Ezra Ent*, his Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times hereafter during the Continuance of the Term and Eſtate hereby granted, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſame Prebend, Rectory and Parſonage, Portions, Meſſuages, Lands, Tithes, Hereditaments and Premiſſes, with their Appurtenances, and receive the Rents, Profits, and Produce thereof, and of every Part thereof, to and for his and their own Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Auſtin Archer*, his Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming, or to claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to, or out of the ſame Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them (except as is

And for further Aſſurances. before excepted); And moreover, that he the ſaid *Auſtin Archer*, his Heirs, Executors and Adminiſtrators, and all and every Perſon or Perſons having, or lawfully claiming, or which ſhall or may have or lawfully claim, any Eſtate, Right, Title, Truſt or Intereſt, of, in, to, or out of the ſaid Prebend, Rectory and Parſonage, Portions, Meſſuages, Lands, Tithes, Hereditaments and Premiſſes hereby or mentioned to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, ſhall and will from Time to Time, and all Times hereafter, during the Continuance of the ſaid Term and Eſtate hereby granted, upon any reaſonable Requeſt, and at the proper Coſt and Charges in the Law of the ſaid Sir *Ezra Ent*, his Heirs or Aſſigns, make, do and execute, or cauſe, or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring the ſame Prebend, Hereditaments, and other the Premiſſes, with their Appurtenances, unto, and to the Uſe and Behoof of the ſaid Sir *Ezra Ent*, and of his Heirs and Aſſigns, for and during the Lives of the ſaid *Auſtin Archer*, Sir *Luke Love*, and *Xerxes Xoll* the Son, and the Lives and Life of the longeſt Livers and Liver of them (ſubject as aforeſaid) as by the ſaid Sir *Ezra Ent*, his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants

nants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuc further Aſſurances be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings, or Places of Abode. And the ſaid Sir *Ezra Ent* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *Auſtin Archer*, his Heirs, Executors and Adminiſtrators, that he the ſaid Sir *Ezra Ent*, his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, during the Continuance of the ſaid Term and Eſtate hereby granted, pay the Rents, and perform, fulfil and keep all and every the Covenants and Agreements in the ſaid herein before recited Indenture of Leaſe reſerved and contained, which from henceforth, on the Tenant's or Leſſee's Parts are, or ought to be paid, done and performed, according to the Purport, true Intent and Meaning of the ſame Indenture, and of and from the ſame Rents, Covenants and Agreements, and all and every Breach, Default or Neglect of or in the Payment or Performance thereof, which ſhall at any Time or Times hereafter happen to be made or done, and of and from all Loſs, Coſts, Damages and Expences occaſioned thereby, ſhall and will ſave, defend, keep harmleſs and indemnified the ſaid *Auſtin Archer*, his Heirs, Executors and Adminiſtrators, and his and their and every of their Lands and Tenements, Goods and Chattels. In witneſs, *&c.*

The Purchaſer covenants to pay the Rents, and perform the Covenants.

and to indemnify the Vendor, *&c.*

An Aſſignment of a Leaſe of a Houſe in London, *with proper Covenants, as mentioned in the Margin.* N° 11.

THIS Indenture, made the tenth Day of *October Anno Domini* 1727, and in the firſt Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God King, *&c.* between *Alfred Alkin* Citizen and Linen Draper of *London*, of the one Part, and *Bruen Bell* Citizen and Mercer of *London* (late Partner with the ſaid *Alfred Alkin*) of the other Part. Whereas by Indenture dated the ſixth Day of *July* 1724, *Clement Coe* of *Dotten* in the County of *Eſſex*, Doctor in Divinity, and *Flavia* his Wife, for the Conſideration therein mentioned, did leaſe, ſet, and to Farm let, unto the ſaid *Alfred Alkin*, his Executors, Adminiſtrators and Aſſigns, all that Meſſuage or Tenement, ſituate and being on the North Side of *George Yard* in the Pariſh of St. *Helens*, *London*, being the Weſt Corner Houſe of *James Street*, and thentofore in the Tenure or Occupation of *Kenelm Keate* Confectioner deceaſed, and afterwards of *Lucy Keate* his Widow, and then late in the Tenure or Occupation of *Martin Moyle* Mercer and *Olivia* his Wife, or one of them, and then of the ſaid *Alfred Alkin*, called or known by the Name or Sign of the *Peacock*, together with all and ſingular Shops, Cellars, Sollars, Chambers, Rooms, Lights, Ways, Eaſements, Commodities and Appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining; To hold the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes thereby leaſed, with the Appurtenances, unto the ſaid *Alfred Alkin*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of the Birth of our Lord Chriſt then next enſuing the Date of the ſaid Indenture, for the Term of fourteen Years, at and under the yearly Rent of 70*l.* payable quarterly, in manner therein mentioned, as by the ſaid recited Indenture of Leaſe, Relation being thereunto had, may (amongſt divers Covenants and Agreements therein contained) more fully and at large appear. Now this Indenture witneſſeth, That for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Alfred Alkin* in hand paid by the ſaid *Bruen Bell*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and valuable Conſiderations him the ſaid *Alfred Alkin* thereunto moving, he the ſaid *Alfred Alkin* hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, ſell, aſſign and ſet over, unto the ſaid *Bruen Bell*, his Executors, Adminiſtraters and Aſſigns, all and every the ſaid Meſſuage or Tenement, Shops, Cellars, Chambers, Rooms, and all and ſingular other the Premiſſes in and by the ſaid recited Indenture leaſed as aforeſaid, or mentioned, or intended ſo to be, with

The Parties.

A Leaſe of a Houſe in *London* recited.

General Words.

Habendum.

The Conſideration and Aſſignment.

their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; And alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Alfred Alkin*, of, in, to, or out of the ſaid Meſſuage or Tenement and Premiſſes, or any of them, or any Part thereof, by force or virtue of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes hereby, or mentioned, or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Bruen Bell*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of fourteen Years therein, ſubject nevertheleſs to the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and which from henceforth on the Tenant's or Leſſee's Part are to be paid, done and performed. And the ſaid *Alfred Alkin* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Bruen Bell*, his Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, That he the ſaid *Alfred Alkin* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof, the ſaid hereby aſſigned Premiſſes, or any Part thereof, or the ſaid Term of fourteen Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever; And further, that it ſhall and may be lawful to and for the ſaid *Bruen Bell*, his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times hereafter, during the Continuance of the ſaid Term of fourteen Years, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and Premiſſes hereby, or mentioned, or intended to be hereby aſſigned, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble or Interruption, of or by the ſaid *Alfred Alkin*, his Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming, or to claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to, or out of the ſaid hereby aſſigned Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them (except the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and which from henceforth on the Tenant's or Leſſee's Part are to be paid, done and performed.) And moreover, That he the ſaid *Alfred Alkin*, his Executors and Adminiſtrators, and all others having, or lawfully claiming, or which ſhall or may have, or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to, or out of the ſaid hereby aſſigned Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, ſhall and will at any Time or Times hereafter, during the Continuance of the ſaid Term of fourteen Years, at the Requeſt, Coſts and Charges of the ſaid *Bruen Bell*, his Executors, Adminiſtrators or Aſſigns, make, do and execute any further and other lawful and reaſonable Act, Deed or Thing, for the better aſſigning and aſſuring of the ſaid Meſſuage or Tenement, and Premiſſes, with the Appurtenances, unto the ſaid *Bruel Bell*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of fourteen Years therein, ſubject to the Rent and Covenants aforeſaid, as by the ſaid *Bruen Bell*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed or required. And the ſaid *Bruen Bell* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid *Alfred Alkin*, his Executors and Adminiſtrators, that the ſaid *Bruen Bell*, his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, during the Continuance of the ſaid Term of fourteen Years, pay the ſaid yearly Rent of 70*l.* (as and when the ſame ſhall become due and payable) and perform, fulfill, accompliſh, pay and keep all and every the Covenants, Payments and Agreements in the recited Indenture of Leaſe reſerved and contained, which from henceforth on the Leſſee's or Aſſignee's Part and Behalves are or ought to be performed, fulfilled, accompliſhed, paid and kept, according to

Habendum.

ſubject to the Rent and Covenants.

The Aſſignor covenants that he has not avoided the Leaſe, &c.

and for quiet Enjoyment,

and for further Aſſurances,

The Aſſignee covenants to pay the Rent,

and perform Covenants,

to the Purport, true Intent and Meaning of the ſame Indenture; And of and from the ſame Rent, Covenants, Payments and Agreements, and all and every Breach, Default or Neglect, of or in the Payment or Performance thereof, which ſhall at any Time or Times hereafter happen to be made or done, and of and from all Loſs, Coſts, Damages and Expences occaſioned thereby, ſhall and will ſave, defend, keep harmleſs and indemnified the ſaid *Alfred Alkin*, his Heirs, Executors and Adminiſtrators, and every of them, and his and their and every of their Lands and Tenements, Goods and Chattels. In witneſs, *&c.* and to indemnify the Aſſignor.

An Aſſignment of a Leaſe of Arable Land by Indorſement on the Leaſe. N° 12.

KNOW all Men by theſe Preſents, That I the within named *Adam Aſtry*, for and in conſideration of the Sum of 30 *l.* of lawful Money of *Great Britain* to me in hand paid by *Barnaby Bing* of *Conhall* in the County of *Dorſet*, Gent. at or before the Enſealing and Delivery of theſe Preſents, in full for the abſolute Purchaſe of all my Eſtate, Term and Intereſt of and in the Parcel of Arable Land with the Appurtenances within and herein after mentioned to be aſſigned, the Receipt of which ſaid Sum of 30 *l.* I the ſaid *Adam Aſtry* do hereby acknowledge, and thereof do acquit, releaſe and diſcharge the ſaid *Barnaby Bing*, his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, have granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents do grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Barnaby Bing*, his Executors, Adminiſtrators and Aſſigns, all and every the Piece or Parcel of Arable Land and Hereditaments within mentioned to be to me aſſigned, with the Appurtenances, and all my Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of, in, to, or out of the ſame Parcel of Land, Hereditaments and Premiſſes, or any Part thereof, by force or virtue of the within written and within recited Indentures, or any of them, or otherwiſe howſoever; To have and to hold the ſaid Parcel of Arable Land, Hereditaments, and other the hereby aſſigned, or mentioned to be aſſigned Premiſſes, with the Appurtenances, unto the ſaid *Barnaby Bing*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit from henceforth, for and during all the now Reſidue and Remainder of the within mentioned Term of five hundred Years therein. And I the ſaid *Adam Aſtry* do hereby for myſelf, my Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Barnaby Bing*, his Executors, Adminiſtrators and Aſſigns, in manner following, that is to ſay, That he the ſaid *Barnaby Bing*, his Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, and at all Times hereafter, for and during all the now Reſt and Reſidue of the ſaid Term of five hundred Years peaceably and quietly have, hold, occupy, poſſeſs and enjoy, the ſaid Parcel of Arable Land, Hereditaments, and other the hereby aſſigned Premiſſes, with the Appurtenances, and receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by me the ſaid *Adam Aſtry*, my Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming, or to claim the Premiſſes, or any Part thereof, or any Eſtate, Right, Title or Intereſt therein, from, by or under, or in Truſt for me, them, or any of them, or from, by or under the within named *Edmund Ellis*. And further, that I the ſaid *Adam Aſtry*, my Executors and Adminiſtrators, and all and every other Perſon and Perſons lawfully claiming or to claim, from, by or under, or in Truſt for me, them, or any of them, ſhall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the Coſt and Charges in the Law of the ſaid *Barnaby Bing*, his Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe to be made, done and executed, all ſuch further and other lawful and reaſonable Acts, Deeds and Things, Aſſignments and Aſſurances in the Law whatſoever, for the further and better aſſigning and aſſuring of the Premiſſes, with the Appurtenances, unto the ſaid *Barnaby Bing*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of five

The Conſideration.

The Aſſignment.

Covenant for quiet Enjoyment.

and for further Aſſurances.

hundred Years therein, as by the ſaid *Barnaby Bing*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required. In witneſs whereof I the ſaid *Adam Aſtry* have hereunto ſet my Hand and Seal this tenth Day of *December* in the ſeventh Year of the Reign, *&c. Anno Domini* 1720.

N° 13. *An Aſſignment of an Exchequer Long Annuity.*

Recital of the Purchaſe of the Annuity under an Act of Parliament.

TO all to whom this preſent Writing ſhall come, *Auſtin Archer* of *London*, Gent. ſendeth Greeting. Whereas *Bruen Brown*, Eſq; deceaſed, late Pay-Maſter of the Forces abroad, in purſuance of a late Act of Parliament (intitled An Act for raiſing Monies by Sale of ſeveral Annuities for carrying on the preſent War) did on or about the twentieth Day of *April* 1705, advance and pay into the Receipt of her then Majeſty's Exchequer the Sum of 1600*l.* of lawful Money of *Great Britain*, in conſideration whereof the ſaid *Bruen Brown* became intitled to an Annuity or yearly Sum of 400*l.* to be paid Quarterly to him the ſaid *Bruen Brown* and his Aſſigns out of the Exchequer, from and after the Deceaſe of *Charles Cater* then of *London*, Eſq; and *Delia Cater* his Wife, Nominees of the ſaid *Bruen Brown*, for and during all the Reſt and Reſidue which ſhould be then to come and unexpired of and in a certain Term of ninety-nine Years in the ſaid Act mentioned, and to be computed from the twenty-fifth Day of *March* 1704, as by one Order, N° 1000, and bearing Date on or about the twentieth Day of *April* 1705, and one Tally thereunto belonging (Relation being thereunto reſpectively had, may

and of meſne Aſſignments reſting the ſame in the Aſſignor.

appear). And whereas the Term, Eſtate and Intereſt of the ſaid *Bruen Brown*, of, in, and to the ſaid Reverſion, Annuity, or yearly Sum of 400*l.* and of, in, and to the ſaid Order and Tally for the ſame, is ſince by divers good and ſufficient meſne Aſſignments and Aſſurances in the Law, or otherwiſe, legally come to and veſted in the ſaid *Auſtin Archer*. And whereas the ſaid *Charles Cater* and *Delia* his Wife, are both ſome time ſince deceaſed, by means whereof the ſaid Annuity or yearly Sum of 400*l.* is become immediately payable in Poſſeſſion to him the ſaid *Auſtin Archer* and his Aſſigns, for all the now Reſt and Reſidue of the ſaid Term of ninety-nine Years commencing as aforeſaid. Now know ye, that for and in conſideration of the Sum of 8000*l.* of lawful Money of *Great Britain* to the ſaid *Auſtin Archer* in hand paid by *Edward Ellis* of *Fidham* in the County of *Glouceſter*, Eſq; at or before the Enſealing and Delivery of theſe Preſents, in full for the abſolute Purchaſe of the ſaid Annuity or yearly Sum of 400*l.* for all the now Reſidue of the ſaid Term of ninety-nine Years, the Receipt and Payment of which ſaid Sum of 8000*l.* he the ſaid *Auſtin Archer* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Edward Ellis*, his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *Auſtin Archer* hath granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Edward Ellis*, his Executors, Adminiſtrators and Aſſigns, the ſaid Annuity or yearly Sum of 400*l.* and every Part thereof, and all Monies now due and payable upon, or for the ſame Annuity, or any Part thereof; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Profit, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Auſtin Archer*, of, in, to, or out of the ſame Annuity, and every or any Part thereof, by force or virtue of the ſaid Act of Parliament, Order, Tally, and meſne Aſſignments, or any of them, or otherwiſe howſoever, together with the ſame Order, Tally, and meſne Aſſignments, and every of them; To have, hold, receive, perceive, take and enjoy the ſaid Annuity or yearly Sum of 400*l.* and every Part thereof, and the ſaid Order and Tally thereunto belonging, and all and ſingular other the Premiſſes hereby, or mentioned, or intended to be hereby aſſigned, and all the Benefit thereof, unto the ſaid *Edward Ellis*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of ninety-nine Years; And the ſaid *Auſtin Archer* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Edward Ellis*, his Executors, Adminiſtrators and Aſſigns, that he

and of the Death of two Nominees.

The Conſideration.

The Aſſignment.

Covenant againſt Incumbrances.

he the ſaid *Auſtin Archer* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof the ſaid Annuity and Premiſſes mentioned or intended to be hereby aſſigned, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. In witneſs whereof the ſaid *Auſtin Archer* hath hereunto ſet his Hand and Seal this twelfth Day of *January* in the eleventh Year, &c. *Annoque Domini* 1724.

An Aſſignment of a Long Annuity, upon Truſt to aſſign to the now Aſſignor and ſeveral others. N° 14.

TO all to whom this preſent Writing ſhall come, I *Adam Archer*, Citizen and Tallow-Chandler of *London*, ſend Greeting. Whereas *Bernard Bing* of *London*, Gent. did by a certain Deed-Poll or Writing of Aſſignment, bearing Date the twelfth Day of *Auguſt*, which was in the Year of our Lord 1705, for the Conſiderations therein mentioned, fully and abſolutely ſell and aſſign unto *Caleb Cater*, Citizen and Tallow-Chandler of *London*, and *Dennis Due*, Citizen and Dyer of *London*, and me the ſaid *Adam Archer*, our Executors, Adminiſtrators and Aſſigns, all his the ſaid *Bernard Bing*'s Right, Title and Intereſt, of and in one Annuity of 50*l.* *per Annum*, payable unto him, his Executors, Adminiſtrators and Aſſigns, out of the Exchequer, in purſuance of an Act of Parliament in the ſame Deed-Poll mentioned, for the Term of ninety-nine Years, to be reckoned from the twenty-fifth Day of *March* which was in the ſaid Year of our Lord 1705, and of, in and to all Orders and Tallies then made, and to be made out for the ſame Annuity, and all Benefit and Advantage in reſpect of the Premiſſes, as by the ſaid recited Deed-Poll, Relation being thereunto had, may more fully appear. And whereas the ſaid *Caleb Cater* and *Dennis Due* are both ſince dead, by means whereof the ſaid Annuity of 50*l.* *per Annum*, and all their Eſtate, Right, Title and Intereſt therein, and thereunto, is now come to, and legally veſted in me the ſaid *Adam Archer* by Survivorſhip. Now know ye, that I the ſaid *Adam Archer*, for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to me in hand paid by *Ezekiel Edge* of *London*, Gent. at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof I do hereby acknowledge, and for divers other good Cauſes and Conſiderations me thereunto eſpecially moving, have bargained, ſold, aſſigned and ſet over, and by theſe Preſents do bargain, ſell, aſſign and ſet over unto the ſaid *Ezekiel Edge*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Annuity of 50*l.* *per Annum*, and all Orders and Tallies for or concerning the ſame, and all the Benefit thereof; And all my Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, of, in, to, or out of the ſame Annuity and Premiſſes, and every or any Part thereof, together with the ſaid recited Deed-Poll of Aſſignment; To have, hold, receive, perceive, take and enjoy the ſaid Annuity of 50*l.* *per Annum*, and all other the Premiſſes, unto the ſaid *Ezekiel Edge*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of ninety-nine Years therein, upon this ſpecial Truſt and Confidence nevertheleſs, that he the ſaid *Ezekiel Edge*, his Executors, Adminiſtrators or Aſſigns, ſhall and do within the ſpace of one Kalendar Month next enſuing the Date hereof, aſſign and transfer, or cauſe to be aſſigned and transferred the ſame Annuity, and other the Premiſſes, and all his and their Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, of, in, to, or out of the ſame, unto me the ſaid *Adam Archer* and *Fulk Foſter*, Citizen and Tallow-Chandler of *London*, *George Foſter* of *London*, Cheeſemonger, *Henry Hall* of *London*, Gent. and *John Jones* of *Spittlefields* in the County of *Middleſex*, Silkman, our Executors, Adminiſtrators and Aſſigns, for all the then Reſt and Reſidue of the ſaid Term of ninety-nine Years therein; And I the ſaid *Adam Archer* do hereby for myſelf, my Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Ezekiel Edge*, his Executors, Adminiſtrators and Aſſigns, that I have not done any Act, Matter or Thing whatſoever, whereby the ſaid Annuity and Premiſſes, or any Part thereof, or the ſaid Term of ninety-nine Years therein, is, are, ſhall or may be forfeited, avoided or impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe

Recital of an Aſſignment of an Exchequer Long Annuity,

and of the Death of two Nominees.

The Aſſignment.

upon Truſt to aſſign to the now Aſſignor, and ſeveral others.

Covenant againſt Incumbrances.

otherwiſe howſoever. In witneſs whereof I have hereunto ſet my Hand and Seal this fourth Day of *February* in the fifth Year of the Reign of our Sovereign Lord *George, &c.*

N° 15. *The Re-Aſſignment.*

Recital of the Aſſignment recited in the next preceding Deed.

TO all to whom this preſent Writing ſhall come, I *Ezekiel Edge* of *London*, Gent. ſend Greeting. Whereas *Bernard Bing* of *London*, Gent. did by a certain Deed-Poll, or Writing of Aſſignment, bearing Date the 12th Day of *Auguſt* which was in the Year of our Lord 1705, for the Conſiderations therein mentioned, fully and abſolutely ſell and aſſign unto *Caleb Cater*, Citizen and Tallow-Chandler of *London*, ſince deceaſed, *Dennis Due* Citizen and Dyer of *London*, alſo ſince deceaſed, and *Adam Archer* Citizen and Tallow-Chandler of *London*, their Executors, Adminiſtrators and Aſſigns, all his the ſaid *Bernard Bing*'s Right, Title and Intereſt, of, in and to one Annuity of 50*l. per Annum*, payable to him, his Executors, Adminiſtrators and Aſſigns, out of the Exchequer (in Purſuance of an Act of Parliament in the ſame Deed-Poll mentioned) for the Term of ninety-nine Years, to be reckoned from the twenty fifth Day of *March* which was in the ſaid Year of our Lord 1705, and of, in and unto all Orders and Tallies then made, and to be made out for the ſame Annuity, and all Benefit and Advantage in reſpect of the Premiſſes. And whereas the ſaid *Adam Archer* being legally poſſeſſed of, or intitled unto the ſaid Annuity of 50*l. per Annum* by right of Survivorſhip, did by a certain Deed-Poll or Writing of Agreement, bearing Date the fourth Day of *February* laſt paſt before the Date hereof, for the Conſiderations therein mentioned, bargain, ſell, aſſign and ſet over, all the ſaid Annuity of 50*l. per Annum*, and all Orders and Tallies for or concerning the ſame, and all the Benefit thereof, and all his Eſtate and Intereſt therein unto me the ſaid *Ezekiel Edge*, my Executors, Adminiſtrators and Aſſigns, from thenceforth, for all the then Reſidue of the ſaid Term of ninety-nine Years therein, upon Truſt, that I the ſaid *Ezekiel Edge*, my Executors, Adminiſtrators and Aſſigns, ſhould within the ſpace of one Kalendar Month next enſuing the Date of the ſame Deed-Poll, aſſign and transfer, or cauſe to be aſſigned or transferred the ſame Annuity and Premiſſes unto him the ſaid *Adam Archer* and *Fulk Foſter* Citizen and Tallow-Chandler of *London*, *George Foſter* of *London* Cheeſemonger, *Henry Hall* of *London*, Gent. and *John Jones* of *Spittlefields* in the County of *Middleſex*, Silkman, their Executors, Adminiſtrators and Aſſigns, for all the then Reſt and Reſidue of the ſaid Term of ninety-nine Years therein, as by the ſaid recited Deeds Poll, Relation being thereunto had, may more fully and at large appear. Now know ye, that I the ſaid *Ezekiel Edge*, in performance of the ſaid recited Truſt in me repoſed, as aforeſaid, and for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to me in hand paid by the ſaid *Adam Archer*, *Fulk Foſter*, *George Foſter*, *Henry Hall*, and *John Jones*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof I do hereby acknowledge, have bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents do bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Adam Archer*, *Fulk Foſter*, *George Foſter*, *Henry Hall*, and *John Jones*, all the ſaid Annuity of 50*l. per Annum*, and all Orders and Tallies for or concerning the ſame, and all the Benefit thereof, and all my Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever, of, in, to or out of the ſame Annuity and Premiſſes, and every or any Part thereof, together with the ſaid recited Deeds Poll; To have, hold, perceive, receive, take and enjoy the ſaid Annuity of 50*l. per Annum*, and all other the Premiſſes, unto the ſaid *Adam Archer*, *Fulk Foſter*, *George Foſter*, *Henry Hall*, and *John Jones*, and the Survivors and Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of ninety-nine Years therein. And I the ſaid *Ezekiel Edge* do hereby for myſelf, my Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Adam Archer*, *Fulk Foſter*, *George Foſter*, *Henry Hall*, and *John Jones*, their Executors, Adminiſtrators and Aſſigns, that I have not done any Act, Matter or Thing whatſoever, whereby the ſaid Annuity and Premiſſes, or any Part thereof, or the ſaid Term of ninety-nine Years therein, is, are, ſhall or may be

And that one of the then Aſſignees (being intitled by Survivorſhip) aſſigned the ſame upon Truſt to aſſign, *&c.*

The Aſſignment.

Covenant againſt Incumbrances.

be forfeited or avoided, impeached, charged or incumbred, in Title, Charge, Eſtate, or otherwiſe howſoever. In witneſs, *&c.*

An Aſſignment by a Queen Conſort, of a Leaſehold-Houſe, &c. *in Town. Letters Patent of the King relating to the ſame,* &c. *are recited.* N° 16.

THIS Indenture, made the firſt Day of *June Anno Domini* 1730, and in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland*, King, Defender of the Faith, *&c.* between her moſt excellent Majeſty *Caroline*, by the Grace of God Queen of *Great Britain*, *France* and *Ireland*, *&c.* his ſaid Majeſty's moſt Royal Conſort, of the one Part, and Sir *George Saville* of *Rufford* in the County of *Nottingham*, Baronet, of the other Part. Whereas by Indenture of Leaſe, bearing Date on or about the tenth Day of *July* 1688, and made, or mentioned to be made, between the Right Honourable *Philip* then Earl of *Leiceſter*, ſince deceaſed, and the Right Honourable *Robert* Viſcount *Liſle*, his then Son and Heir Apparent, afterwards Ear of *Leiceſter*, ſince alſo deceaſed, on the one Part, and the Right Honourable *Thomas* Earl of *Aileſbury* of the other Part, reciting as therein is recited, and for the Conſiderations therein mentioned, they the ſaid Earl of *Leiceſter* and *Robert* Viſcount *Liſle*, did leaſe, ſet, and to Farm let, unto the ſaid *Thomas* Earl of *Aileſbury*, all that Piece or Parcel of Ground, ſituate, lying or being in or near a certain Place or Field called *Leiceſter Field*, and then late Parcel of *Leiceſter* Garden, and taken out of the ſame, and then lately lying and being in the Pariſh of St. *Martin* in the Fields in the County of *Middleſex*, and then in the Pariſh of St. *Anne* within the Liberty of *Weſtminſter*, containing in Front from Eaſt to Weſt towards a Square there called *Leiceſter Square* forty-eight Feet and ſix Inches, or thereabouts, and in Depth backwards from South to North one hundred ſixty-one Feet, or thereabouts, whereof fifty-two Feet running Northwards from the ſaid Front is forty-eight Feet ſix Inches in Breadth, and from thence eight Feet and nine Inches more North is fifty-ſix Feet and nine Inches in Breadth, and from thence more North the whole Depth of the ſaid Ground is ninety-five Feet and three Inches in Breadth, which ſaid Piece or Parcel of Ground abuts South upon *Leiceſter Square* aforeſaid, and North Eaſt and Weſt on other Ground there of the ſaid Earl of *Leiceſter*, and *Robert* Viſcount *Liſle*, or one of them; And alſo the great Meſſuage or Manſion-Houſe, Stables, Coach-Houſe, and all other Edifices and Buildings then erecting or erected, or to be erected or built upon the ſaid Piece or Parcel of Ground thereby demiſed, or any Part or Parcel thereof, which ſaid Meſſuage and Premiſſes were then in the Tenure and Poſſeſſion of the ſaid Earl of *Aileſbury*; and all Ways, Paſſages, Eaſements, Profits, Commodities, Advantages, and Appurtenances whatſoever, to the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Buildings and Premiſſes belonging, or in any wiſe appertaining; which ſaid Piece or Parcel of Ground thereby demiſed, or intended to be demiſed, and the Houſe and Buildings thereon, is more plainly deſcribed in the Plot or Model thereof to the ſame Indenture of Leaſe annexed; To hold unto the ſaid *Thomas* Earl of *Aileſbury*, his Executors, Adminiſtrators and Aſſigns, from *Lady-Day* then laſt paſt, for the Term of fifty-four Years, at and under the yearly Rent of 20*l.* payable Half-yearly, as therein is mentioned, and under ſuch other Covenants and Agreements as therein are expreſſed; which ſaid Piece or Parcel of Ground, Meſſuages, Stables, Coach-Houſe, Hereditaments and Premiſſes ſo leaſed, or mentioned to be leaſed as aforeſaid, did afterwards by divers good and ſufficient meſne Aſſignments and Conveyances in the Law come to, and veſt in *Henry Portman* of *Orchard Portman* in the County of *Somerſet*, Eſq; for the then Reſidue of the ſaid Term of fifty-four Years therein, as in and by the ſaid recited Indenture, and the meſne Aſſignments thereof, Relation being thereunto ſeverally had, may more fully appear. And whereas by one other Indenture of Leaſe tripartite, bearing Date on or about the twenty-ſixth Day of *March* 1708, and made, or mentioned to be made, between the Honourable *Charles Egerton* of the Pariſh of St. *Martin* in the Fields aforeſaid, Eſq; and *Charles Olmius* of the ſaid Pariſh of St. *Anne*, in the Liberty of

The Parties.

A Leaſe recited,

whereby the Ground, *&c.* were demiſed to a former Leſſee.

Habendum. for a Term, at a Rent, *&c.*

meſne Aſſignments, and

a ſubſequent Leaſe of the ſame recited,

of *Weſtminſter*, Gent. of the firſt Part, the Right Honourable *Elizabeth* Counteſs Dowager of *Leiceſter*, and the Right Honourable *John* Earl of *Leiceſter*, the Honourable *Thomas Sidney*, Eſq; the Right Honourable Ladies *Elizabeth* and *Katharine Sidney*, and the Honourable *Jocelyn Sidney*, the then ſurviving Children of the ſaid Counteſs by the ſaid *Robert* then late Earl of *Leiceſter* her deceaſed Huſband, of the ſecond Part, and the ſaid *Henry Portman* of the third Part, they the ſaid *Charles Egerton* and *Charles Olmius*, in purſuance of the Truſt, and by virtue of the Decree, and for the Conſiderations therein mentioned, did leaſe, ſet, and to Farm let, unto the ſaid *Henry Portman*, the ſaid Piece or Parcel of Ground, Meſſuage, Stables, Coach-Houſe, Hereditaments and Premiſſes, in and by the ſaid firſt recited Indenture leaſed, or mentioned ſo to be as aforeſaid, with the Appurtenances; To hold unto the ſaid *Henry Portman*, his Executors, Adminiſtrators and Aſſigns, from the Day next after the Feaſt-Day of the Annunciation of the bleſſed Virgin which ſhould be in the Year of our Lord 1742, for the Term of nine Years and one Quarter of a Year at and under the yearly Rent of 20*l.* for the firſt nine Years of the ſaid Term, payable Quarterly, as therein is mentioned, and at and under the Rent of 5*l.* for the laſt Quarter of the ſame Term, payable as therein alſo is mentioned, as in and by the ſaid laſt recited Indenture, Relation being thereunto had, may appear. And whereas by Indenture of Aſſignment bearing Date on or about the twenty-third Day of *May* 1717, and made, or mentioned to be made, between the ſaid *Henry Portman* of the one Part, and the Honourable *Richard Hill* of the Pariſh of St. *James* within the Liberty of *Weſtminſter* aforeſaid, Eſq; ſince deceaſed, of the other Part, reciting to the Effect as is herein before recited, and for and in conſideration of the Sum of 6000*l.* of lawful Money of *Great Britain* therein mentioned, to be paid to the ſaid *Henry Portman* by the ſaid *Richard Hill*, he the ſaid *Henry Portman* did aſſign and ſet over unto the ſaid *Richard Hill*, his Executors, Adminiſtrators and Aſſigns, the ſaid Piece or Parcel of Ground, Meſſuage, Stables, Coach-Houſe, Hereditaments and Premiſſes, in and by the ſaid recited Indentures of Leaſe demiſed, leaſed, or mentioned ſo to be as aforeſaid, with the Appurtenances; To hold unto ſaid *Richard Hill*, his Executors, Adminiſtrators and Aſſigns, during the Reſidue of the Term of fifty-four Years, and for and during the ſaid Term of nine Years and one Quarter of a Year therein reſpectively as aforeſaid, as by the ſaid recited Indenture of Aſſignment, Relation being thereunto had, may among other Things therein mentioned more fully appear. And whereas by one other Indenture of Leaſe, bearing Date on or about the twenty-ſixth Day of *June* 1723, and made, or mentioned to be made, between the ſaid *John* Earl of *Leiceſter* of the one Part, and the ſaid *Richard Hill* of the other Part, he the ſaid *John* Earl of *Leiceſter*, for the Conſideration of the Sum of 420*l.* of lawful Money of *Great Britain* therein mentioned to be to him paid by the ſaid *Richard Hill* as a Fine or Income; and in purſuance, and by virtue of the Powers and Authorities therein mentioned, did demiſe and leaſe unto the ſaid *Richard Hill*, his Executors, Adminiſtrators and Aſſigns, the ſaid Piece or Parcel of Ground, Meſſuage, Stables, Coach-Houſe, Hereditaments and Premiſſes, in and by the ſaid two firſt recited Indentures of Leaſe demiſed, or leaſed or mentioned or intended ſo be as aforeſaid, with the Appurtenances; To hold unto the ſaid *Richard Hill*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of the Nativity of St. *John* the Baptiſt, which will be in the Year of our Lord 1751, when the ſaid former Leaſe thereof granted by the ſaid *Charles Egerton* and *Charles Olmius* as aforeſaid will expire, for the Term of twenty-two Years, at and under the yearly Rent of 20*l.* payable Quarterly as therein is mentioned, and under ſuch other Covenants, Clauſes and Agreements as are therein expreſſed, as by the ſaid laſt recited Indenture of Leaſe, Relation being thereunto had, may fully appear. And whereas the ſaid *Richard Hill* was only a Truſtee for his ſaid Majeſty when Prince of *Wales*, and accordingly his Name was made uſe of in Truſt only for his ſaid Majeſty's Benefit and Behoof, in the ſaid two laſt recited Indentures, and the ſaid two ſeveral Sums of 6000*l.* and 420*l.* abovementioned to be paid by the ſaid *Richard Hill* as aforeſaid, were the proper Monies of his ſaid Majeſty, and no Part thereof the Monies of the ſaid *Richard Hill*, as by certain Declarations of Truſt under the Hand of the ſaid *Richard Hill* may appear. And whereas the legal Eſtate and Intereſt of and in the Premiſſes did upon

made to the Aſſignee.

An Aſſignment recited.

Another Leaſe of the Premiſſes for a further Term to the laſt named Aſſignee recited,

and that the laſt named Aſſignee was only a Truſtee for the King when he was Prince of *Wales*.

upon the Death of the ſaid *Richard Hill* devolve upon his Executors herein after named; And whereas by Indenture of Aſſignment, bearing Date on or about the fifteenth Day of *October* 1727, and made, or mentioned to be made between Sir *Rowland Hill* Baronet, *Samuel Hill*, Eſq; and *Thomas Hill*, Eſq; Executors of the laſt Will and Teſtament of the ſaid *Richard Hill*, of the one Part, and her ſaid moſt excellent Majeſty Queen *Caroline*, of the other Part, reciting in part to the Effect as is herein before recited; And for and in conſideration of the Sum of 5*s.* a-piece of lawful Money of *Great Britain* therein mentioned to be paid to the ſaid Sir *Rowland Hill*, Baronet, *Samuel Hill*, Eſq; and *Thomas Hill*, Eſq; they the ſaid Sir *Rowland Hill*, *Samuel Hill*, and *Thomas Hill*, did bargain, ſell, aſſign and ſet over, unto her ſaid Majeſty Queen *Caroline*, her Executors, Adminiſtrators and Aſſigns, the ſaid Piece or Parcel of Ground, and all Meſſuages, Tenements and Buildings thereon erected, and all and ſingular the aforementioned to be leaſed Premiſſes, with their Appurtenances; And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years, Property, Truſt, Claim and Demand whatſoever of them the ſaid Sir *Rowland Hill*, *Samuel Hill*, and *Thomas Hill*, of, in, or to the ſaid Premiſſes; To hold unto her ſaid Majeſty, her Executors, Adminiſtrators and Aſſigns, from thenceforth, for and during all the then Reſidue and Remainder of the Term of fifty-four Years, and during the ſaid Term of nine Years and one Quarter of a Year, and twenty-two Years therein reſpectively as aforeſaid. And whereas by Letters Patent under the Great Seal of *Great Britain*, bearing Date the eighteenth Day of *February* laſt paſt before the Date hereof, reciting to the Effect as is herein before recited, and that the ſaid Aſſignment to her ſaid Majeſty was made by his ſaid Majeſty's Direction and Appointment, although ſuch Direction and Appointment were not mentioned in the ſaid recited Indenture, nor were they ſignified by any Inſtrument under his ſaid Majeſty's Great Seal of *Great Britain*, or any other of his Seals, his ſaid Majeſty, for the Conſiderations and Purpoſes in ſuch Letters Patent mentioned, did ratify and confirm the ſaid laſt mentioned Indenture, and all and every Clauſe, Matter and Thing therein contained; And further, his ſaid Majeſty did for himſelf, his Heirs, Succeſſors, Executors and Adminiſtrators, give, grant, releaſe and confirm, unto her ſaid Majeſty, the ſaid Piece or Parcel of Ground, and all Meſſuages, Tenements and Buildings thereon erected, and all and ſingular the Premiſſes beforementioned to be demiſed and aſſigned, with all and every their Appurtenances, and all his Majeſty's ſaid Eſtate, Right, Title, Intereſt, Term and Terms of Years, Property, Truſt, Claim and Demand whatſoever, in Law or Equity, of, in, or to the ſame; To hold the Premiſſes to her ſaid Majeſty, her Executors, Adminiſtrators and Aſſigns, during the ſaid three ſeveral Terms therein reſpectively as aforeſaid, ſubject to the Rents and Covenants relating to or concerning the ſame Premiſſes, as in and by the ſaid recited Letters Patent, Relation being thereunto had, may more fully appear. And whereas her ſaid Majeſty hath agreed with the ſaid Sir *George Savill*, for the abſolute Sale to him of all the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Hereditaments and Premiſſes, and of all her Eſtate and Intereſt therein, during the ſaid three ſeveral Terms for Years therein, for the Sum or Price of 3000*l.* of lawful Money of *Great Britain*. Now this Indenture witneſſeth, that for and in conſideration of the Sum of 3000*l.* of lawful Money of *Great Britain* into the Hands or Receipt of the Honourable Sir *William Strickland* Baronet, Treaſurer and Receiver General to her ſaid Majeſty, by her ſaid Majeſty's ſpecial Direction, teſtified by her executing theſe Preſents, and for the proper Uſe of her ſaid Majeſty, paid by the ſaid Sir *George Savill* at and before the Enſealing and Delivery of theſe Preſents, the Payment whereof accordingly her ſaid Majeſty doth hereby acknowledge, and thereof and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid Sir *George Savill*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents, ſhe, her ſaid moſt excellent Majeſty the Queen, hath granted, bargained, aſſigned and ſet over, and by theſe Preſents doth grant, bargain, aſſign and ſet over unto the ſaid Sir *George Savill*, his Executors, Adminiſtrators and Aſſigns, the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Stable, Coach-Houſe, Edifices, Erections, Buildings, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, in and by the ſaid recited Indentures of Leaſe and Aſſignment, or any of them, leaſed or demiſed

and that the Executors of the laſt named Aſſignee

aſſigned to the Queen.

Letters Patent of the King recited,

confirming the laſt mentioned Aſſignment.

The Agreement for the preſent Purchaſe recited.

The Conſideration paid to the Queen's Treaſurer.

The Aſſignment.

demiſed and aſſigned, or mentioned or intended ſo to be as aforeſaid, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of her ſaid Majeſty, of, in, to or out of the ſame Premiſſes, or any Part thereof, by virtue of the ſaid Indentures of Leaſe and Aſſignment, or any of them, or otherwiſe howſoever, together with the ſame Indentures; To have and to hold the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Coach-Houſe, Edifices, Erections, Buildings, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid Sir *George Savill*, his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue, and Remainder yet to come and unexpired of the ſaid Term of fifty-four Years, and for and during the ſaid two ſeveral Terms of nine Years and one Quarter of a Year, and twenty-two Years therein reſpectively as aforeſaid, ſubject nevertheleſs to the Rents, Covenants and Agreements in the ſaid three ſeveral recited Indentures of Leaſe reſerved, and which from henceforth on the Tenant's or Leſſee's Part of the Premiſſes, are or ought to be paid, done and performed; And her ſaid Majeſty the Queen doth hereby for herſelf, her Heirs, Executors and Aſſigns, covenant, grant and agree, to and with the ſaid Sir *George Savill*, his Executors, Adminiſtrators and Aſſigns, that it ſhall and may be lawful to and for him the ſaid Sir *George Savill*, his Executors, Adminiſtrators and Aſſigns, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby aſſigned, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit (ſubject as aforeſaid) for and during all the ſaid three ſeveral Terms of fifty-four Years, nine Years and one Quarter of a Year, and twenty-two Years therein reſpectively as aforeſaid, without the lawful Let, Suit, Trouble, Denial, Eviction, or Interruption, of or by her ſaid Majeſty the Queen, or of or by his ſaid Majeſty the King, or either of them, their or either of their Heirs, Executors, Adminiſtrators, Succeſſors or Aſſigns, or of or by any other Perſon or Perſons, lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſame Premiſſes, or any Part thereof, from, by or under, or in Truſt for them, either or any of them; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by her ſaid Majeſty, her Executors and Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all manner of former, and other Gifts, Grants, Bargains, Sales and Aſſignments, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe or Cauſes of Forfeiture or Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made or done, or to be had, made or done by her ſaid Majeſty the Queen, or his ſaid Majeſty the King, or either of them, their or either of their Heirs, Executors or Adminiſtrators, Succeſſors or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for them, either or any of them. And the ſaid Sir *George Savill* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with her ſaid Majeſty, her Executors and Adminiſtrators, that he the ſaid Sir *George Savill*, his Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will during the ſaid three ſeveral Terms for Years hereby aſſigned well and truly pay and perform, or cauſe to be paid and performed, the Rents, Reſervations and Covenants in the ſaid three ſeveral recited Indentures of Leaſe reſerved and contained, and which from henceforth on the Tenants or Leſſees Part of the Premiſſes are or ought to be paid, done and performed, according to the true Intent and Meaning thereof; and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified her ſaid Majeſty, her Executors and Adminiſtrators, and every of them, for ever by theſe Preſents. In witneſs, *&c.*

Habendum to the Aſſignee, his Executors, *&c.*

Her Majeſty covenants for quiet Enjoyment,

free from Incumbrances.

The Aſſignee covenants to pay Rents and perform Covenants.

An

An Aſſignment of a new-built Houſe, Way, &c. by the Builders to a Gentleman. One of the Builders had formerly aſſigned his Intereſt to the other; but they both join in this Deed, with proper Covenants. Nº 17.

THIS Indenture tripartite, made the eighth Day of *January Anno Domini* 1719, and in the ſixth Year of the Reign, *&c.* between *Adam Alton* of the Pariſh of St. *Andrew Holborn* in the County of *Middleſex*, Glazier, of the firſt Part, *Benjamin Brown* of the ſame Pariſh, Shoemaker, of the ſecond Part, and *Cæſar Cann* of *Lincoln's Inn* in the ſaid County of *Middleſex*, Eſq; of the third Part. The Parties. Whereas by Indenture bearing Date on or about the ninth Day of *Auguſt* which was in the Year of our Lord 1717, and made or mentioned to be made between *Dorothy Diggs* of the Pariſh of St. *James* within the Liberty of *Weſtminſter* in the ſaid County of *Middleſex*, formerly the Widow and Relict of *Edward Erle*, Eſq; deceaſed, of the one Part, and the ſaid *Adam Alton* and *Benjamin Brown* of the other Part, reciting as therein is recited; and in particular, that the ſaid *Adam Alton* and *Benjamin Brown*, or one of them, had undertaken to erect and build at his or their own proper Coſts and Charges, or at the proper Coſt and Charges of one of them, one good, uniform and ſubſtantial Brick Houſe, Meſſuage or Tenement, and other Buildings upon Part of the Ground therein after particularly mentioned to be demiſed, and herein after mentioned or intended to be hereby aſſigned, fronting Weſt on *Bedford Row*, and containing in Depth two hundred Feet of Aſſize, little more or leſs, and in Breadth or Front from North to South thirty Feet of Aſſize, little more or leſs, and lying diſtant from *Bedford Row* Ground twenty Feet of Aſſize, little more or leſs, and that they had accordingly laid the ſecond Floor thereof above the Ground; She the ſaid Dame *Dorothy Diggs* did for the Conſiderations in the ſaid Indenture mentioned demiſe, grant, ſet, and to Farm let, unto the ſaid *Adam Alton* and *Benjamin Brown*, their Executors, Adminiſtrators and Aſſigns, all that Piece or Parcel of Ground, being Part and Parcel of a certain Cloſe or Field called *Allibon Field* or *Jockey Field*, ſituate, lying and being in the Pariſh of St. *Andrew Holborn*, containing in Front from North to South, fronting Weſt on a Street called *Bedford Row* thirty Feet of Aſſize, little more or leſs, and in Depth from Weſt to Eaſt two hundred Feet of Aſſize, little more or leſs, and adjoining North on a Meſſuage or Tenement then in Building, or then lately built by *Francis Finder* Bricklayer, and South on a Meſſuage or Tenement then built or in building by *George Gill* Paver; which ſaid Piece or Parcel of Ground thereby demiſed, or intended to be thereby demiſed, is more particularly deſcribed by a Plan or Plot-Form thereunto annexed; together with all Ways, Paths, Paſſages, Waters, Watercourſes, Lights, Eaſements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatſoever, to the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Buildings and Premiſſes thereon to be erected and built, belonging, or in any wiſe appertaining, together alſo with the Uſe of the waſte Ground (or Way) of that Part of the ſaid Field or Cloſe formerly railed out from the ſaid Cloſe at the North End of *Brownlow Street*, being a Paſſage leading from the Field Gate of *Gray's Inn* towards *Red Lion Street*, containing in Depth from the End of the ſaid Street called *Brownlow Street* unto the ſaid Field or Cloſe ſixty Feet of Aſſize, little more or leſs, and in Breadth two hundred Feet of Aſſize, little more or leſs, ſet out for the common Uſe of the Inhabitants of the ſaid Street, for Coaches and Carts to turn and ſtand upon in common with the Inhabitants of the ſaid Street; and alſo free Liberty of a Way to paſs and repaſs with Coaches, Carts, Carriages and Horſes, to and from *Holborn* through *Brownlow Street*, and by, through and along the two new Ways to be made at the North Eaſt and North Weſt Ends of the ſaid Field over Mr. *Metcalf*'s Slip of Ground there; To hold unto the ſaid *Adam Alton* and *Benjamin Brown*, their Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of the Annunciation of the bleſſed Virgin *Mary* laſt paſt, before the Date of the ſaid recited Indenture, for the Term of ſixty-one Years, at and under the yearly Rent or Sum of 10*l.* of lawful Money of *Great Britain*, payable Quarterly as therein is mentioned: As by the ſaid recited Indenture, Relation being thereunto had, may more at large appear. And whereas by a certain Writing

A Recital of a Leaſe made of the Ground, when the ſame was building.

Reference to a Plan annexed.

General Words.

An Aſſignment of the Moiety of the Leaſe from one Leſſee to the other recited;

Writing or Deed Poll, bearing Date the twenty-fourth Day of *June* 1719, and indorſed on the ſaid recited Indenture, the ſaid *Benjamin Brown*, in conſideration that the ſaid *Adam Alton* had then (at his own proper Coſt and Charges) erected and built a new Brick Meſſuage or Tenement, and other Erections and Buildings on the Piece or Parcel of Ground in the ſaid recited Indenture mentioned and deſcribed, and thereby demiſed, and for other the Conſiderations in the ſame Deed Poll mentioned, did bargain, ſell, aſſign, ſet over and releaſe unto the ſaid *Adam Alton*, his Executors, Adminiſtrators and Aſſigns, all his the ſaid *Benjamin Brown*'s Moiety, or one Half-part or Share of and in all the ſaid Piece or Parcel of Ground, and the ſaid Meſſuage or Tenement, and other Erections and Buildings thereupon erected and built aforeſaid, with their Appurtenances; And all his Eſtate, Term and Intereſt therein, both in Law and Equity; To hold unto the ſaid *Adam Alton*, his Executors, Adminiſtrators and Aſſigns, from thenceforth, for all the Reſidue and Remainder of the Term of Years therein then to come. And whereas the ſaid Meſſuage or Tenement was ſoon after the Date of the ſaid recited Deed Poll burnt down and demoliſhed by Fire, and the ſame hath ſince been rebuilt by the ſaid *Adam Alton*, at his own proper Coſt and Charges. And whereas the ſaid *Cæſar Cann* hath lately contracted and agreed with the ſaid *Adam Alton* for the abſolute Purchaſe of the Meſſuage or Tenement, Erections and Buildings erected and built on the ſaid Ground and Premiſſes in and by the ſaid recited Indenture demiſed as aforeſaid, together with the ſame Ground for the Reſidue of the ſaid Term of ſixty-one Years therein, for the Sum of 2000*l.* of lawful Money of *Great Britain*. Now this Indenture witneſſeth, That for and in conſideration of the ſaid Sum of 2000*l.* of lawful Money of *Great Britain* to the ſaid *Adam Alton* in hand paid by the ſaid *Cæſar Cann*, at or before the Enſealing and Delivery hereof, with the Privity, Conſent and Agreement of the ſaid *Benjamin Brown* (teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) the Receipt and Payment of which ſaid Sum of 2000*l.* the ſaid *Adam Alton* doth hereby acknowledge, and thereof, and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Cæſar Cann*, his Executors, Adminiſtrators and Aſſigns, for ever by theſe Preſents, and for and in conſideration of the Sum of 5*s.* of like Money to the ſaid *Benjamin Brown* in hand likewiſe paid by the ſaid *Cæſar Cann* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Benjamin Brown* doth hereby acknowledge, he the ſaid *Adam Alton*, and at his Requeſt, and by his Direction and Appointment, teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents, the ſaid *Benjamin Brown* have, and each of them hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents do, and each of them doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Cæſar Cann*, his Executors, Adminiſtrators and Aſſigns, all the ſaid Piece or Parcel of Ground, and other the Premiſſes, in and by the ſaid recited Indenture demiſed, or mentioned or intended to be demiſed as aforeſaid; And alſo the ſaid Meſſuage or Tenement, Erections and Buildings thereupon erected and built, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid *Adam Alton* and *Benjamin Brown*, or either of them, of, in, to, or out of the ſaid Meſſuage or Tenement, Buildings, Piece or Parcel of Ground and Premiſſes mentioned, or intended to be hereby aſſigned, or any of them, or any Part or Parcel thereof, by force or virtue of the ſaid recited Indenture and Deed Poll, or either of them, or otherwiſe howſoever, together with the ſame Indenture and Deed Poll; To have and to hold the ſaid Meſſuage or Tenement, Buildings, Piece or Parcel of Ground, and all and ſingular other the Premiſſes mentioned, or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Cæſar Cann*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of ſixty-one Years therein, ſubject nevertheleſs to the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and which from henceforth on the Tenant's or Leſſee's Part are to be paid, done and performed. And the ſaid *Benjamin Brown* doth hereby for himſelf,

and that the Houſe was burnt and rebuilt.

The Agreement for the Purchaſe of the Leaſe recited.

The Conſideration.

The Aſſignment by both the Leſſees.

To hold to the Aſſignee.

and *Francis Frowde*, paid by the ſaid *George Grainger*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged; and for docking and barring all Eſtates-Tail, and all Reverſions and Remainders thereupon expectant or depending of and in the ſaid purchaſed Manor, Meſſuages, Lands and Hereditaments, every or any Part thereof (if any ſuch there be now ſubſiſting, and which are not ſpent, determined, barred or deſtroyed); And for conveying and limiting the ſame Premiſſes, with their Appurtenances, in manner herein after mentioned, the ſaid *Francis Frowde*, at the Requeſt, and by the Direction and Appointment of the ſaid *Adam Archer* (teſtified by his being a Party to and his Sealing and Delivery of theſe Preſents) hath bargained and ſold, and by theſe Preſents doth bargain and ſell, and the ſaid *Adam Archer* and *Eſther* his Wife have, and each of them hath granted, bargained, ſold and confirmed, and by theſe Preſents do, and each of them doth grant, bargain, ſell and confirm, unto the ſaid *George Grainger*, his Heirs and Aſſigns, all that capital Meſſuage or Tenement heretofore built by one *Richard Rous* deceaſed, at or near *Salt-Hall* in the Pariſh of *Salt-Hall* and County of *Lincoln*, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof; And alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Equity of Redemption, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Adam Archer* and *Eſther* his Wife, and *Francis Frowde*, and of each or any of them, of, in, to or out of the ſame Manor, Meſſuages, Lands, Hereditaments and Premiſſes, every or any Part thereof; To have and to hold the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their Appurtenances, unto the ſaid *George Grainger*, his Heirs and Aſſigns, to the Uſe and Behoof of him the ſaid *George Grainger*, and of his Heirs and Aſſigns, to the Intent and Purpoſe, that he the ſaid *George Grainger* may be and become perfect Tenant of the Freehold of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, to the end that one or more good and perfect common Recovery or Recoveries may be thereof had, ſuffered and perfected before the End of the next *Trinity* Term in the Court of Common Pleas at *Weſtminſter* (at the equal Coſts and Charges of the ſaid *Adam Archer* and *James Johnſon*) in ſuch Manner and Form as in the ſaid Indenture of Releaſe bearing even Date herewith, is in that Behalf mentioned, expreſſed and agreed upon. And it is hereby declared and agreed by all the ſaid Parties hereto, that the ſaid Recovery or Recoveries to be ſuffered as aforeſaid, and theſe Preſents, after the ſaid Recoveries ſhall be perfected and executed, and all other common Recoveries, Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed, of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, by or between the ſaid Parties hereto, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be, and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant, and intended to be and enure, To the only Uſe and Behoof of the ſaid *James Johnſon* and *Lewis Lowther*, and of the Heirs and Aſſigns of the ſaid *James Johnſon* for ever, in Truſt as to the Eſtate of the ſaid *Lewis Lowther*, for, and for the only Benefit of the ſaid *James Johnſon*, and of his Heirs and Aſſigns for ever, and to and for, and upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. In witneſs, *&c.*

Reference to an Indenture of Releaſe of this Date, for barring Remainders, *&c.*

The Mortgagee and Mortgagor and his Wife bargain, *&c.*

that a Recovery may be ſuffered.

Declaration of the Uſe to another, and the Purchaſor and his Heirs, *&c.*

Truſt for the Purchaſor

A Bargain and Sale of Lands, under a private Act of Parliament and Decree in Chancery, by the Owner of the Eſtate and the Truſtees in the Act, there being alſo a Deed of Releaſe of the ſame Lands. N° 2.

THIS Indenture tripartite, made the twelfth Day of *September Anno Domini* 1729, and in the third Year, *&c.* between *Abel Auſtin* of, *&c.* Eſq; Nephew of Sir *Abel Auſtin*, junior, late of, *&c.* Knt. deceaſed, and alſo Deviſee, named in his laſt Will and Teſtament, as to the Manors, Foreſt, Meſſuages, Lands and Hereditaments herein after mentioned to be bargained and ſold (amongſt other Lands and Hereditaments) of the firſt Part, Sir *Benjamin Burt* of *&c.* Baronet, and *Charles Coote* of, *&c.* Eſq; (Truſtees named in the Act of Parliament herein

after mentioned for Sale of the Eſtate of the ſaid Sir *Abel Auſtin*) of the ſecond Part, and *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, all three of *London*, Eſqs; of the third Part, witneſſeth, That for and in conſideration of the Sum of 20000 *l.* of lawful Money of *Great Britain* to the ſaid Sir *Benjamin Burt* and *Charles Coote* in hand paid by the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof they the ſaid Sir *Benjamin Burt* and *Charles Coote* do hereby acknowledge, and thereof, and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, (which ſaid Sum of 20000 *l.* is the ſame Sum of 20000 *l.* mentioned to be the Conſideration Money of one Indenture tripartite of Releaſe bearing even Date herewith, and made, or mentioned to be made between the ſame Parties as are Parties to theſe Preſents, and purporting a Grant and Releaſe of the ſaid Manors, Foreſts, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby bargained and ſold, with their Appurtenances, unto and to the Uſe of the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, their Heirs and Aſſigns); And alſo for and in conſideration of the Sum of 10*s.* of like Money to the ſaid *Abel Auſtin*, Party hereunto, in hand paid by the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged; And in purſuance of the Truſts repoſed in them, the ſaid Sir *Benjamin Burt* and *Charles Coote*, in and by an act of Parliament made and paſſed in the tenth Year of the Reign of our late Sovereign Lord King *George* the Firſt in the ſaid Indenture of Releaſe recited, intitled, An Act to veſt the Manors of *Grandfield*, and the Foreſt or Chaſe in the Pariſh of *Hitchin* in the County of *Kent*, and alſo the Manor or Lordſhip of *Layton* in the County of *Middleſex*, in Truſtees, to be ſold for the Payment of the Debts to which the ſame are ſubject by virtue of the Will of Sir *Abel Auſtin*, Knt. deceaſed, and for laying out the Surplus of the Money (if any) ariſing by ſuch Sale in the Purchaſe of Lands to be ſettled to the Uſes mentioned in the Will of the ſaid Sir *Abel Auſtin*; and alſo in obedience to a Decree made in the High Court of Chancery on or about the ſixteenth Day of *November* now laſt paſt, in a Cauſe then and there depending between the ſaid Sir *Abel Auſtin*, Party hereunto, and *Priſcilla Auſtin* an Infant, by her next Friend, and *Richard Ridley*, one of the Creditors of the ſaid Sir *Abel Auſtin*, junior, on behalf of himſelf and other Creditors of the ſame Sir *Abel*, by original and ſupplemental Bill, Plaintiffs, and the ſaid Sir *Benjamin Burt*, *Charles Coote*, and *Simon Sandys*, Eſq; and the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, Defendants (in the ſaid Indenture of Releaſe likewiſe recited) they the ſaid Sir *Benjamin Burt* and *Charles Coote*, at the Requeſt, and by the Direction of the ſaid Sir *Abel Auſtin* (teſtified by his being a Party to and executing theſe Preſents), and alſo the ſaid Sir *Abel Auſtin*, Party hereunto, have, and each and every of them hath bargained, ſold and confirmed, and by theſe Preſents do, and each and every of them doth bargain, ſell and confirm unto the ſaid *Dudley Deering*, *Edmund Engliſh*, and *Francis Fielding*, their Heirs and Aſſigns, all thoſe the Manors, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid Sir *Abel Auſtin*, Party hereunto, Sir *Benjamin Burt* and *Charles Coote*, every or any of them, of, in, to or out of the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby bargained and ſold, every or any Part or Parcel thereof; To have and to hold the ſaid Manors, Foreſt, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby bargained and ſold, with their and every of their Appurtenances, unto the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, their Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of the ſaid *Dudley Deering*, *Edmund Engliſh* and *Francis Fielding*, and of their Heirs and Aſſigns for ever; and to and for no other Uſe, Intent or Purpoſe whatſoever. In witneſs, *&c.*

The Conſideration Money.

Reference to the Releaſe.

Act of Parliament.

Decree in Chancery.

Clauſe of Bargain and Sale.

The Uſe.

A Deed

A Deed of Grant, Bargain, Sale and Confirmation of Manors, Lands, Woods, Quit-Rent (which were mortgaged in Fee) to the Mortgagee; the Conſideration Money being the Mortgage-Money, and other Money paid in hand. Nº 3.

THIS Indenture, made the ſixth Day of *June Anno Domini* 1729, and in the ſecond Year of the Reign, *&c.* between *Baſil Bourne* of *Cadwell* in the County of *Dorſet*, Eſq; only Son and Heir of *Edward Bourne*, Eſq; deceaſed, who was only Son and Heir of *Francis Bourne*, Eſq; alſo deceaſed, of the one Part, and *Charles Crew* of *London*, Eſq; of the other Part. Whereas there is now due and owing to the ſaid *Charles Crew* by and from the ſaid *Baſil Bourne*, upon a Mortgage in Fee to him the ſaid *Charles Crew* lately made (among other Manors, Lands and Hereditaments) of the Manor or Manors, Advowſon, Meſſuages, Farms, Lands, Tenements and Hereditaments hereinafter granted, bargained and ſold, the Sum of 10000*l.* of lawful Money of *Great Britain*, which the ſaid *Baſil Bourne* doth hereby own and acknowledge. And whereas the ſaid *Charles Crew* hath contracted and agreed with the ſaid *Baſil Bourne* for the abſolute Purchaſe of the ſaid Manor or Manors, Advowſon, Meſſuages, Farms, Lands, Tenements and Hereditaments herein after granted, bargained and ſold, with their Appurtenances, for the Sum or Price of 20000*l.* of lawful Money of *Great Britain* (in which the ſaid Sum of 10000*l.* due and owing on the ſaid Mortgage is to be included and comprized); Now this Indenture witneſſeth, That in Purſuance and Performance of the ſaid recited Agreement, and for and in conſideration of the ſaid Sum of 10000*l.* ſo due and owing to the ſaid *Charles Crew* by and from the ſaid *Baſil Bourne* on the ſaid Mortgage as aforeſaid, and in Diſcharge and Satisfaction of and for the ſame 10000*l.* and for and in conſideration of the further Sum of 10000*l.* of like Money to the ſaid *Baſil Bourne* in hand well and truly paid by the ſaid *Charles Crew* at or before the Execution of theſe Preſents, the Receipt and Payment of which ſaid Sum of 10000*l.* accordingly, he the ſaid *Baſil Bourne* doth hereby acknowledge, and thereof, and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Charles Crew*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents (which ſaid Sum of 10000*l.* and 10000*l.* make together the ſaid Sum of 20000*l.* Purchaſe-Money); and for other good Cauſes and Conſiderations him the ſaid *Baſil Bourne* thereunto moving, he the ſaid *Baſil Bourne* hath granted, bargained, ſold and confirmed, and by theſe Preſents doth grant, bargain, ſell and confirm unto the ſaid *Charles Crew*, his Heirs and Aſſigns, all that and thoſe the Manor and Manors of *Cadwell*, now or late or heretofore called or known by the Name or Names of *Gettens* and *Harnes* Manor or Manors, or by whatſoever other Name or Names the ſame, or any of them are or have been called, known or diſtinguiſhed, with their and every of their Rights, Royalties, Privileges, Members and Appurtenances in the ſaid County of *Dorſet*; And alſo all that the Advowſon, Donation and Right of Patronage and Preſentation of, in and to the Rectory and Church of *Cadwell* in the ſame County; and all that capital Meſſuage or Tenement, and Farm called *Jug* Farm, with all Houſes, Buildings, Lands, Tenements, Meadows, Paſtures, Commons, Coppices, Woods, Wood Grounds and Hereditaments whatſoever to the ſame Meſſuage and Farm, or either of them belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying or being in *Cadwell* and *Jug* in the ſame County, or one of them, and now or late in the Tenure, Poſſeſſion or Occupation of *Kenrick Kirby*, his Aſſigns, Leſſees or Undertenants, and all thoſe Meſſuages or Tenements, with the Arable Lands, Meadows, Paſtures, Commons, Coppices, Woods, Wood Grounds and Hereditaments thereto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying or being in *Cadwell* aforeſaid, and now or late in the Tenure, Poſſeſſion or Occupation of *Lewis Lane*, his Aſſigns, Leſſees or Undertenants, by virtue of, or under a Leaſe thereof heretofore made to one *Mark Lane* deceaſed, for the Term of ninety-nine Years, from the tenth Day of *October* which was in the fifth Year of the Reign of King *Charles* the Second, at and under the yearly Rent of 19*l.* and alſo all thoſe ſeveral Meſſuages or Tenements, with all Buildings, Gardens,

The Parties.

Recital of Money due upon a Mortgage in Fee,

and that the Mortgagee has agreed for the abſolute Purchaſe, the Mortgage-Money to be Part.

The Conſideration.

The Mortgage Money diſcharged, and other Money paid.

The Grant, Bargain, *&c.*

The Parcels.

General Words.

Other Parcels.

Gardens, Orchards, Cloſes, Lands, Meadows, Paſtures, Commons, Coppices, Woods, Wood Grounds and Hereditaments thereto ſeverally belonging or appertaining, or therewith ſeverally uſed or enjoyed, with their Appurtenances, ſituate, lying or being in *Cadwell*, *Nuttar*, *Jug* and *Ort*, or ſome of them, in the ſaid County of *Dorſet*, and now or late in the ſeveral Tenures, Poſſeſſions or Occupations of *Kenrick Kirby*, *Ralph Roll*, *Sarah Strut* and *Tabitha Strut*, or their ſeveral reſpective Aſſigns, Leſſees or Undertenants, or of ſome other Perſon or Perſons as Tenant or Tenants to the ſaid *Baſil Bourne*, and alſo all thoſe ſeveral Coppices, Woods and Wood Grounds of him the ſaid *Baſil Bourne*, lying or being in the ſaid ſeveral Places laſt named, or ſome of them, and all Timber Trees and other Trees, Woods and Underwoods ſtanding, growing or being, or to ſtand, grow, or be in or upon the ſame Coppices, Woods and Underwoods, every or any of them, and all that yearly Quit-Rent of 10*s.* paid and payable, and for ever hereafter to be paid and payable by *Vincent Veal*, his Heirs and Aſſigns, forth and out of divers Freehold Lands and Hereditaments by him held of the aforeſaid Manor or Manors; and alſo all Meſſuages, Cottages, Buildings, Lands, Tenements, Meadows, Paſtures, Commons, Feedings, Coppices, Woods, Underwoods, Waſtes, Waſte Grounds, Courts, Perquiſites and Profits of Courts, Rents, Reverſions, Services, Fines, Heriots, View of Frank Pledge, and all that to View of Frank Pledge doth belong or appertain, Free Warren, Hawkings, Huntings, Fiſhings, Fowlings, and all other Rights, Royalties, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid Manor or Manors, Meſſuages, Farms, Lands, Tenements, Advowſon, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted, bargained and ſold, or any of them, or any Part or Parcel thereof belonging or appertaining, or with them, or any of them, now or at any Time heretofore uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them, or any of them; And alſo all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, of him the ſaid *Baſil Bourne*, or whereof or wherein he or any other Perſon or Perſons in Truſt for him is or are ſeiſed of, or intitled unto any Eſtate of Freehold or Inheritance, or other Eſtate in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in *Cadwell*, *Nutter*, *Jug* and *Ort* aforeſaid, every or any of them, with their and every of their Rights, Privileges and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Baſil Bourne*, of, in, to or out of the ſaid Manor or Manors, Advowſon, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted, bargained and ſold, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Manor or Manors, Advowſon, Meſſuages, Farms, Lands, Tenements, Coppices, Woods, Wood Grounds, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted, bargained and ſold, with their and every of their Appurtenances, unto the ſaid *Charles Crew*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of him the ſaid *Charles Crew*, and of his Heirs and Aſſigns for ever; and to and for no other Uſe, Intent or Purpoſe whatſoever. In witneſs, *&c.*

Woods. Timber-Trees. Quit-Rent. General Words. General Words. *Habendum* in Fee.

N° 4. *A Deed of Grant, Bargain, Releaſe,* &c. *in Fee, to make a Tenant to the* Præcipe. *The Manner of ſuffering the Recovery directed; the Uſe declared to the Grantor and his Heirs.*

THIS Indenture tripartite, made the tenth Day of *May* in the Year of our Lord 1734, and in the ſeventh Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God King of *Great Britain*, *&c.* between *Andrew Alkin* of *London*, Gent. Grandſon and Heir of *Andrew Alkin* late Citizen and Mercer of *London*, deceaſed, and only Son and Heir of *Benedict Alkin*, Gent. alſo deceaſed (who was ſecond Son of the ſaid *Andrew Alkin*, deceaſed) and which ſaid *Andrew Alkin*, Party hereto, is alſo Nephew and Heir of *Clement Alkin* late of

thirty-one Years, three Quarters of a Year, two Months and twenty-ſeven Days, and from and after the End and Expiration thereof, for and during all the ſaid further Term of thirty Years therein, ſubject nevertheleſs to the reſpective Rents and Covenants in the ſaid two firſt recited Indentures of Leaſe reſerved and contained, and which from henceforth, on the Tenant's or Leſſee's Part, are to be paid, done and performed. And the ſaid *Abel Arne* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *David Dace*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Abel Arne* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by means whereof the ſaid Meſſuage or Tenement, Ground and Premiſſes, mentioned or intended to be hereby aſſigned, or any of them, or any Part thereof, or the ſaid two ſeveral Terms of Years therein, is, are, ſhall or may be ſurrendered, forfeited or avoided, impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. And the ſaid *Bartholomew Babe* and *Chriſtopher Cant* do hereby for themſelves, and each of them, their Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *David Dace*, his Executors, Adminiſtrators and Aſſigns, in manner and form following; that is to ſay, That (for and notwithſtanding any Act, Matter or Thing, by them, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary) the ſaid two ſeveral recited original Indentures of Leaſe are good and ſufficient Leaſes, valid in the Law of and for the ſaid Meſſuage or Tenement, Piece or Parcel of Ground, Hereditaments, and other the Premiſſes mentioned to be thereby demiſed, not forfeited, ſurrendered, or any ways avoided or avoidable; And alſo that they the ſaid *Abel Arn*, *Bartholomew Babe* and *Chriſtopher Cant*, ſome or one of them, for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, have or hath at the Time of the Enſealing and Delivery of theſe Preſents, in themſelves, or ſome or one of them, good Right, full Power, and lawful and abſolute Authority, to bargain, ſell, aſſign, and ſet over the ſaid Meſſuage or Tenement, Piece or Parcel of Ground, Hereditaments, and other the Premiſſes mentioned to be hereby aſſigned, with their Appurtenances, unto the ſaid *David Dace*, his Executors, Adminiſtrators and Aſſigns, for all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of thirty-one Years, three Quarters of a Year, two Months and twenty-ſeven Days, and for all the ſaid further Term of thirty Years therein. And further, that it ſhall and may be lawful to and for the ſaid *David Dace*, his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times hereafter, during the Continuance of the ſaid two ſeveral Terms, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Piece or Parcel of Ground, Hereditaments, and other the Premiſſes mentioned to be hereby aſſigned, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid two ſeveral and reſpective Terms of thirty-one Years, three Quarters of a Year, two Months and twenty-ſeven Days, and thirty Years therein reſpectively, without the lawful Lett, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Abel Arn*, *Bartholomew Babe* and *Chriſtopher Cant*, or any of them, their or any of their Executors, Adminiſtrators and Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under, or in Truſt for them or any of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Bartholomew Babe* and *Chriſtopher Cant*, their Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and ſingular former and other Grants, Bargains, Sales, Leaſes, Mortgages, Statutes, Recognizances, Judgments, Extents, Executions, and of and from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Bartholomew Babe*, *Chriſtopher Cant*, and *Abel Arn*, or any of them; their or any of their Executors, Adminiſtrators or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim from, by or under them or any of them (the Rents and Covenants in the ſaid two recited Indentures of Leaſe reſerved and contained, and which from henceforth are to be paid, done and performed, and the ſaid Inden-

The Mortgagee covenants that he has not incumbered.

The Mortgagors covenant that the Leaſes are good,

and that they, &c. have Power to aſſign,

and for quiet Enjoyment,

free from Incumbrances.

veries, and all and every other common Recovery or Recoveries, Fines, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed, of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure; and the Recoveror or Recoverors in the ſaid Recovery or Recoveries named or to be named, and his and their Heirs ſhall ſtand and be ſeſſed of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and of every of them, and of every Part thereof, to and for the only proper Uſe and Behoof of him the ſaid *Andrew Alkin*, Party hereto, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. In witneſs, *&c.*

N° 5. ***A Deed of Bargain,* &c. *for a Year to enable the Bargainee to take a Releaſe of the Inheritance.***

The Parties. THIS Indenture made, *&c.* between *Adam Archer* of *Bruton* in the County of *Cambridge*, Eſq; and *Delia Archer* (only Daughter and only Child now living of the ſaid *Adam Archer* by *Eſther* his Wife) Spinſter, of the one Part, and

The Bargain, *&c.* *Francis Fox* of *Bruton* aforeſaid, Gent. of the other Part, witneſſeth, That the ſaid *Adam Archer* and *Delia Archer*, in conſideration of 5*s.* of lawful Money of *Great Britain* to them in hand paid by the ſaid *Francis Fox* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for other good Cauſes and valuable Conſiderations the ſaid *Adam Archer* and *Delia Archer* hereunto eſpecially moving, have bargained and ſold, and by theſe Preſents do, and each of them doth bargain and ſell unto the ſaid *Francis Fox*, his Executors, Adminiſtrators and Aſſigns, all that the Meſſuage or Tenement, with the Appurtenances, heretofore called or known by the Name or Sign of the *Star*.

The Parcels. [*Here follows the reſt of the Parcels.*] All which ſaid Premiſſes are ſituate, lying and being in *Bruton* aforeſaid, in the ſaid County of *Cambridge*, and all and ſingular the Meſſuages, Houſes, Edifices, Buildings, Barns, Dove-Houſes, Stables, Yards, Gardens, Orchards, Lands, Tenements, Lights, Eaſements, Ways, Waters, Watercourſes, Commons, Commodities, Privileges, Emoluments, Advantages, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage or Tenement and Premiſſes belonging or any wiſe appertaining, or accepted, reputed, taken or known as Part, Parcel, or Member thereof, or belonging to the ſame, or any Part thereof, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Premiſſes, and of every Part thereof; To have and to hold the ſaid Meſſuage or Tenements, Lands, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned, or intended to be hereby bargained and ſold, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the ſaid *Francis Fox*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during, and unto the full End and Term of one whole Year from thence next enſuing, and fully to be compleat and ended; yielding and paying therefore the yearly Rent of one Pepper-Corn at the Expiration of the ſaid Term, if the ſame ſhall be lawfully demanded; to the Intent and Purpoſe, that by virtue of theſe Preſents, and of the Statute for Transferring Uſes into Poſſeſſion, the ſaid *Francis Fox* may be in the actual Poſſeſſion of the Premiſſes, and thereby be enabled to accept and take a Grant and Releaſe of the Freehold, Reverſion and Inheritance of the ſame Premiſſes, and of every Part and Parcel thereof to the ſaid *Francis Fox*, his Heirs and Aſſigns, to the Uſes, and upon the Truſts thereof to be declared by another Indenture already prepared, and intended to be dated the Day next after the Day of the Date hereof. In witneſs whereof the Parties firſt abovenamed to theſe Preſents their Hands and Seals have ſet the Day and Year firſt abovewritten.

General Words.

Habendum for a Year.

Yielding, *&c.* a Pepper-Corn if demanded;

to enable the Bargainee to take a Releaſe.

A Bargain

A Bargain and Sale of Manors, &c. in three Counties, in order to three Recoveries, to rectify a Miſtake in three former Recoveries, in which the Bargainor (the Vouchee) was miſnamed, Part of his Name being omitted; to enure as to Part, to corroborate a Mortgage-Term in favour of the Mortgagee, who is a Party; and then as to that Part, and immediately as to the Reſidue, to the Uſe of the Recoveror and his Heirs. No. 6.

THIS Indenture quadrupartite, made the ſixteenth Day of *January Anno Domini* 1729, and in the third Year of the Reign of our Sovereign Lord *George* the Second, *&c.* between *Arthur Ambroſe Adams* of *Bedwell* in the County of *Bedford*, Eſq; Son and Heir of *Chriſtopher Adams*, late of the ſame Place, Eſq; deceaſed, by *Dorothy Adams*, late his Wife, and now his Widow and Relict, of the firſt Part, *Edward Exell* of *Cheapſide*, *London*, Gent. of the ſecond Part, *Francis Fuller* of *London*, Eſq; and *George Gunn* of the *Temple*, *London*, Gent. of the third Part, and *Hector Hall* of *London*, Merchant, of the fourth Part. Whereas by Indenture quadrupartite duly inrolled in Chancery, dated the thirteenth Day of *March* which was in the Year of our Lord 1728, and made, or mentioned to be made between the ſaid *Arthur Ambroſe Adams* by the Name of *Arthur Adams*, of the firſt Part, the ſaid *Francis Fuller* and *George Gunn*, of the ſecond Part, *John Judd*, Gent. of the third Part, and the ſaid *Hector Hall* of the fourth Part, and three ſeveral common Recoveries ſuffered in purſuance of the ſame Indenture in *Eaſter* Term now laſt paſt (in all which Recoveries the ſaid *Arthur Ambroſe Adams* was vouched by the Name of *Arthur Adams*) all or moſt Part of the Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes and Hereditaments herein after granted, bargained and ſold, or mentioned ſo to be, were limited or intended to have been limited to the Uſe of the ſaid *Hector Hall*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſame Indenture for the Term of five hundred Years, without Impeachment of Waſte, by way of Mortgage, ſubject to Proviſo, for Redemption contained in an Indenture of Defeazance bearing even Date with the ſaid Indenture quadrupartite, and made, or mentioned to be made, between the ſaid *Hector Hall* of the one Part, and the ſaid *Arthur Ambroſe Adams*, by the Name of *Arthur Adams*, of the other Part, and from and after the Determination of the ſaid Term, and ſubject thereunto, to the Uſe of the ſaid *Arthur Ambroſe Adams*, by the ſaid Name of *Arthur Adams*, his Heirs and Aſſigns for ever, And whereas there is now due and owing to the ſaid *Hector Hall* by and from the ſaid *Arthur Ambroſe Adams* upon the aforeſaid Mortgage the full Sum of 2000 *l.* principal Money, with legal Intereſt incurred due for the ſame from the twenty-ſeventh Day of *Auguſt* now laſt paſt; as by the ſaid Indenture quadrupartite and Indenture of Defeazance, and one ſubſequent Indenture of Mortgage dated the ſaid twenty-ſeventh Day of *Auguſt* now laſt paſt, and made or mentioned to be made between the ſaid *Arthur Ambroſe Adams*, by the Name of *Arthur Adams*, of the one Part, and the ſaid *Hector Hall* of the other Part, Relation being thereunto reſpectively had, may appear, and as the ſaid *Arthur Ambroſe Adams* doth hereby own and acknowledge. Now this Indenture witneſſeth, That in purſuance of the Covenants for further Aſſurance in the ſaid Indenture of Defeazance and ſubſequent Indenture of Mortgage contained; and for ſupplying the Defect of this Miſnomer of the ſaid *Arthur Ambroſe Adams* in the aforeſaid ſeveral Indentures and Recoveries, and for further and better ſecuring to the ſaid *Hector Hall* the Payment of the ſaid 2000 *l.* principal Money, and the Intereſt due and to grow due for the ſame; and for docking and barring all Eſtates-tail, and all Reverſions and Remainders thereupon, expectant or depending of and in the ſaid Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes and Hereditaments herein after granted, bargained, ſold, or mentioned ſo to be; and for limiting and aſſuring the ſame unto the Uſes, and in Manner herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; and for corroborating the aforeſaid Term of five hundred Years, ſubject to Redemption, on Payment to the ſaid *Hector Hall* of the ſaid 2000*l.* principal Money, and the

The Parties.

A former Deed of Bargain and Sale, and three common Recoveries recited, in which the then and now Bargainor (by a Miſnomer)

limited Manors, *&c.* to the nowfourth Party, for a long Term, by way of Mortgage.

Recital of what is now due on the Mortgage;

in purſuance of the Covenant for further Aſſurance, and to ſupply the Miſnomer, *&c.*

and to dock Intails,

and to corroborate the Mortgage-Term.

the Intereſt due and to grow due for the ſame; and in conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to the ſaid *Arthur Ambroſe Adams* in hand paid by the ſaid *Francis Fuller* and *George Gunn* at or before the Execution and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Arthur Ambroſe Adams* hath granted, bargained and ſold, and by theſe Preſents doth grant, bargain and ſell unto the ſaid *Francis Fuller* and *George Gunn*, their Heirs and Aſſigns, all thoſe the Manors or Lordſhips of *Bedwell* and *Bedhill*, with their reſpective Rights, Royalties, Members and Appurtenances in the ſaid County of *Bedford*; and alſo all thoſe the Manors or Lordſhips of *Kone* and *Lyll*, with their Rights, Royalties, Members and Appurtenances in the County of *Middleſex*; and all that the Advowſon, Donation, Right of Patronage and Preſentation of, in and to the Church of *Kone* in the ſame County; and all that the Manor or Lordſhip of *Nunt*, with the Rights, Royalties, Members and Appurtenances thereof, in the County of *Oxon*; and all that the Rectory or Parſonage impropriate of *Nunt* in the ſame County; and all Glebe Lands, Tenths, Tithes and Hereditaments to the ſame Rectory or Parſonage belonging or appertaining, or therewith uſed or enjoyed, or reputed as Part or Parcel thereof; and all that the Advowſon, Donation, Right of Patronage and Preſentation of, in and to the Vicarage of the Church of *Nunt* aforeſaid; and all thoſe the Manors or Lordſhips of *Pendron*, *Quintin* and *Roos*, with their reſpective Rights, Royalties, Members and Appurtenances, in the ſaid County of *Oxford*; and alſo all and every the capital Meſſuages or Manor-Houſes, Meſſuages, Cottages, Buildings, Demeſne Lands, Lands, Tenements, Meadows, Paſtures, Commons, Common of Paſture, Feedings, Woods, Underwoods, Wood-Grounds, Waſte, Waſte-Grounds, Fiſhings, Free-Warrens, Views of Frank Pledge, Courts, Courts Leet, Courts Baron, Rents, Reverſions, Services, Rights, Royalties, Juriſdictions, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Manors or Lordſhips, Rectory, Advowſons, Hereditaments and Premiſſes, or any of them belonging or appertaining, or with them or any of them uſed or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them, or any of them; all which ſaid Meſſuages, Lands, Tenements, Meadows, Paſtures, Tithes, Hereditaments and Premiſſes, are ſituate, lying, being, ariſing, happening or renewing in or within the ſeveral Pariſhes, Towns, Fields, Precincts or Territories of *Bedwell*, *Bedhill*, *Kone*, *Lyll*, *Nunt*, *Pendron*, *Quintin* and *Roos*, ſome or one of them in the ſaid ſeveral Counties of *Bedford*, *Middleſex* and *Oxon*, or ſome of them; and alſo all other the Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments whatſoever of him the ſaid *Arthur Ambroſe Adams*, or whereof or wherein he, or any Perſon or Perſons in Truſt for him, is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, ſituate, lying, being, ariſing, happening or renewing in or within the ſaid ſeveral Pariſhes, Towns or Places laſt named, every or any of them, with their and every of their Appurtenances, (other than and except the Rectory of *Roos*, with the Tithes and Hereditaments thereunto belonging, or therewith uſed or reputed as Part thereof) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof (except before excepted); and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Arthur Ambroſe Adams*, of, in, to or out of the ſaid Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby or mentioned to be hereby granted, bargained and ſold, or any of them, or any Part or Parcel thereof (except before excepted); To have and to hold the ſaid Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes hereby or mentioned to be hereby granted, bargained and ſold, with their and every of their Appurtenances except before excepted) unto the ſaid *Francis Fuller* and *George Gunn*, their Heirs and Aſſigns, to the Uſe and Behoof of them the ſaid *Francis Fuller* and *George Gunn*, and of their Heirs and Aſſigns, to the Intent and Purpoſe that they the ſaid *Francis Fuller* and *George Gunn* may be perfect Tenants of the Freehold of the ſaid hereby or mentioned to be hereby granted, bargained and ſold, Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, to the end that three

The Bargain- or grants, &c.

The Parcels.

General Words.

Other general Words.

Other general Words.

Habendum to the Bargainees, &c.

to make them Tenants of the Freehold, that Recoveries may be ſuffered.

ſeveral

ſeveral common Recoveries may be thereof had and ſuffered, in ſuch manner as is herein after for that Purpoſe mentioned; for which Purpoſe it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Edward Exell*, before the End of *Hilary* Term next enſuing the Date of theſe Preſents, to ſue forth and proſecute out of his Majeſty's High Court of Chancery three ſeveral Writs of Entry *Sur Diſſeizin en le poſt*, returnable and to be returned before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, thereby demanding by apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame, the ſaid hereby or mentioned to be hereby granted, bargained and ſold Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, againſt the ſaid *Francis Fuller* and *George Gunn*, or the Survivor of them; to which ſaid Writs of Entry they the ſaid *Francis Fuller* and *George Gunn*, or the Survivor of them, ſhall appear *gratis* in their or his proper Perſon or Perſons, and ſhall vouch to Warranty the ſaid *Arthur Ambroſe Adams*; who ſhall alſo *gratis* appear in his proper Perſon, and enter into the Warranty, and vouch over to Warranty the common Vouchee of the ſame Court; who ſhall alſo appear, and after Imparlance make Default ſo as ſeveral Judgments ſhall and may be thereupon had and given for the ſaid *Edward Exell*, to recover the ſame Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes againſt the ſaid *Francis Fuller* and *George Gunn*, or the Survivor of them; and for them, or the Survivor of them, to recover in Value againſt the ſaid *Arthur Ambroſe Adams*; and for him the ſaid *Arthur Ambroſe Adams* to recover in Value againſt the ſaid common Vouchee; and that Execution ſhall and may be thereupon had and awarded accordingly, and all and every other Act and Thing done and executed needful and requiſite for the ſuffering and perfecting ſuch common Recoveries, with Vouchers as aforeſaid. And it is declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the ſuffering and perfecting of the ſaid ſeveral common Recoveries, ſo as aforeſaid, or in any other Manner, or at any other Time or Times to be ſuffered, as well the ſame Recoveries, and theſe Preſents, and all and every other common Recovery and Recoveries, Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid hereby or mentioned to be hereby granted, bargained and ſold Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents to be and enure; and the Recoveror and Recoverors in the ſaid Recoveries named or to be named, and his or their Heirs ſhall ſtand and be ſeiſed of the ſame Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof, to the Uſes herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; that is to ſay, as to, for and concerning all the aforeſaid Manors, Rectory and Advowſon, and ſuch of the ſaid Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby or mentioned to be hereby granted, bargained and ſold, as were comprized, or were intended to have been comprized in the aforeſaid Term of five hundred Years, with their Appurtenances, to the Uſe and Behoof of the ſaid *Hector Hall*, his Executors, Adminiſtrators and Aſſigns, for all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of five hundred Years, without Impeachment of, or for any manner of Waſte, for corroborating, ſtrengthning and confirming the ſame Term, ſubject nevertheleſs to ſuch Equity of Redemption as the ſame Premiſſes, and the ſaid Term of five hundred Years therein are and were ſubject unto, by virtue of the ſame Indenture of the twenty-ſeventh Day of *Auguſt* now laſt paſt, on Payment by the ſaid *Arthur Ambroſe Adams*, his Heirs, Executors, Adminiſtrators and Aſſigns, unto the ſaid *Hector Hall*, his Executors, Adminiſtrators or Aſſigns, of the ſaid Sum of 2000 *l.* principal Money, with legal Intereſt for the ſame, at the Time and Place, and in

The Manner agreed on.

The Uſes declared,

viz. as to the Lands in Mortgage, to the Uſe of the Mortgagee during the Term, ſubject to Redemption;

as to the other Lands, Manner in the ſame Indenture for that Purpoſe limited and appointed; and as to, for and concerning all the Reſt and Reſidue of the ſaid hereby or mentioned to be hereby granted, bargained and ſold Meſſuages, Land, Tenements, Tithes, Hereditaments and Premiſſes not comprized, or intended to have been comprized in the ſaid Term of five hundred Years, and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of five hundred Years, and ſubject thereunto, as to, for and concerning the ſaid Manors, Rectory, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes comprized in the ſame Term, to the Uſe and Behoof of the ſaid *Arthur Ambroſe Adams*, and of his Heirs, and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. In witneſs, *&c.*

(and after the Term ended, as to thoſe in Mortgage), to the Uſe of the Bargainor and his Heirs.

Bonds.

No. 1. *Bond conditioned to pay an Annuity for Life, and to charge it upon Lands in* England *within a Year.*

The Obligation from one to one in common Form.

KNOW all Men by theſe Preſents, That I *Anthony Acton* of, *&c.* Eſq; am bound and firmly obliged unto *Barnaby Burch* of, *&c.* in 800 *l.* of lawful Money of *Great Britain*, to be paid unto him the ſaid *Barnaby Burch*, or to his certain Attorney, his Executors, Adminiſtrators or Aſſigns, To the well and true making of which Payment I bind myſelf, my Heirs, Executors and Adminiſtrators, firmly by theſe Preſents, ſealed with my Seal, this thirtieth Day of *September* in the ſixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God King of *Great Britain*, *France* and *Ireland*, Defender of the Faith, *&c.* and in the Year of our Lord 1733.

Recital of the Condition, mentioning the Agreement.

Whereas the abovenamed *Barnaby Burch* hath contracted and agreed with the above bounden *Anthony Acton*, for the Purchaſe of one Annuity, or clear yearly Sum of 30 *l.* of lawful Money of *Great Britain*, free from Taxes and other Deductions, during the Life of him the ſaid *Barnaby Burch*, for the Sum or Price of 360 *l.* of like lawful Money, which ſaid Sum of 360 *l.* he the ſaid *Barnaby Burch* hath paid unto the ſaid *Anthony Acton*, at or before the Sealing and Delivery of the Obligation above written, the Receipt and Payment whereof accordingly the ſaid *Anthony Acton* doth hereby acknowledge. Now therefore the Condition of this Obligation is ſuch, That if the ſaid *Anthony Acton*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Barnaby Burch*, and his Aſſigns, during the Term of his natural Life, one Annuity or clear yearly Sum of 30 *l.* of lawful Money of *Great Britain*, free from Taxes and all other Deductions whatſoever, at the four moſt uſual Feaſts or Days of Payment in every Year, *viz. &c.* by even and equal Portions; the firſt Payment thereof to begin and be made on the Feaſt-Day of the Nativity of our Lord Chriſt next enſuing the Date of the Obligation above-written; and alſo if he the ſaid *Anthony Acton*, his Heirs, Executors or Adminiſtrators, ſhall and do within one Year next enſuing the Date of the Obligation above-written, at the Requeſt of the ſaid *Barnaby Burch*, legally and effectually ſecure the Payment of the ſaid Annuity in Manner aforeſaid, by and out of Freehold Meſſuages, Lands, Tenements or Hereditaments of him the ſaid *Anthony Acton*, in ſome convenient Place in that Part of *Great Britain* called *England*, of ſufficient Value for that Purpoſe, with proper Power of Entry and Diſtreſs for recovering the ſame Annuity in caſe of Non-Payment as aforeſaid, then this preſent Obligation to be void and of none effect, or elſe to be and remain in full force and virtue.

The Condition, to pay an Annuity Quarterly during the Life of Grantee,

and to ſecure it upon Lands.

Condition of a Bond that the Purchaſer of a Leaſehold Intereſt ſhall quietly enjoy. N° 2.

WHEREAS the above-named *Cecil Coates* hath lately bought and purchaſed of and from the above-bounden *Alfred Alcock* and *Daniel Davis* of, *&c.* Eſq; and *Euphemia* his Wife, for the Sum or Price of 500 *l.* of lawful Money of *Great Britain*, a certain Meſſuage or Tenement, and the Ground whereon the ſame ſtands, with the Appurtenances, ſituate on the Weſt Side of St. *Martin*'s Lane, in the Pariſh of St. *Martin* in the Fields, being the Ninth Meſſuage or Tenement in the ſaid Street, Northward from the Street called the *Strand*; which ſaid Meſſuage or Tenement and Premiſſes, with the Appurtenances, are accordingly by Indenture tripartite bearing even Date with the Obligation above-written, and made or mentioned to be made between the ſaid *Alfred Alcock* of the firſt Part, the ſaid *Daniel Davis* and *Euphemia* his Wife of the ſecond Part, and the ſaid *Cecil Coates* of the third Part, aſſigned and conveyed by them the ſaid *Alfred Alcock*, *Daniel Davis* and *Euphemia* his Wife, unto the ſaid *Cecil Coates*, his Executors, Adminiſtrators and Aſſigns, for the Reſidue of a certain Term of thirty-one Years therein, which commenced at *Midſummer* 1709. And whereas at the Time of making the ſaid Purchaſe it was agreed by and between the ſaid *Alfred Alcock* and *Cecil Coates*, that he the ſaid *Alfred Alcock*, and the above-bounden *Bryan Burton*, ſhould be bound for his the ſaid *Cecil Coates*, his Executors, Adminiſtrators and Aſſigns, peaceable and quiet Enjoying of the ſaid Meſſuage or Tenement and Premiſſes, with the Appurtenances, during the now Reſidue of the ſaid thirty-one Years Term, againſt them the ſaid *Daniel Davis* and *Euphemia* his Wife, and each or either of them, or any other Perſon or Perſons lawfully claiming, or to claim from, by or under, or in Truſt for them, or either of them, free from Incumbrances. Now therefore the Condition of this Obligation is ſuch, That if the ſaid *Cecil Coates*, his Executors, Adminiſtrators and Aſſigns, do and ſhall peaceably and quietly have, hold and enjoy the ſaid Meſſuage or Tenement and Premiſſes, and every Part thereof, with the Appurtenances, during the now Reſidue of the ſaid Term of thirty-one Years therein, againſt them the ſaid *Daniel Davis* and *Euphemia* his Wife, and each of them, their and each of their Executors or Adminiſtrators, and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Alfred Alcock* and *Bryan Burton*, their Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Daniel Davis* and *Euphemia* his Wife, or either of them, their or either of their Heirs, Executors or Adminiſtrators, or by any other Perſon or Perſons lawfully claiming, or to claim any Eſtate or Intereſt, either in Law or Equity of, and in the ſame Premiſſes, or any Part thereof, from, by or under, or in Truſt for them, either or any of them; then this preſent Obligation to be void, *&c.*

The Purchaſe recited,

and that it was agreed the Co obligors ſhould be bound.

The Condition for quiet Enjoyment againſt *D. D.* and his Wife.

Condition of a Bond given by the Purchaſer of a Leaſe to perform the Covenants in the Leaſe, and to ſave harmleſs the Repreſentatives of the firſt Aſſignee. N°. 3.

WHEREAS by Indenture of Aſſignment bearing Date on or about the tenth Day of *April* 1700, and made, or mentioned to be made between *Abraham Adney* and *Bartholomew Adney* of *London*, Merchants, of the one Part, and *Claude Collins*, Gent. ſince deceaſed, of the other Part, a certain Brick Meſſuage or Tenement with the Appurtenances, in *Great Kirby* Street in the Pariſh of St. *Andrew Holborn* in the County of *Middleſex*, therein particularly deſcribed, was aſſigned unto the ſaid *Claude Collins*, his Executors, Adminiſtrators and Aſſigns, to hold to him and them for the Reſidue of a certain Term of fifth-eight Years and one Quarter of a Year therein mentioned, which commenced on or about *Mid-*

Recital of the Aſſignment to the former Aſſignee,

ſummer

ſummer 1698, at and under the yearly Rent of 4 *l.* and ſo proportionably for the odd Quarter, reſerved thereupon by the original Indenture of Leaſe therein recited and mentioned, bearing Date on or about the thirtieth Day of *June* 1698, and made, or mentioned, to be made between *Daniel Dowdall* Citizen and Goldſmith of *London*, and *Edward Evelyn* Citizen and Armourer of *London*, of the one Part, and *Abraham Adney* late Father of the ſaid firſt named *Abraham Adney*, of the other Part. And whereas the above named *Francis Fiſh* and *Gertrude* his Wife, and *Hannah Collins*, (they the ſaid *Gertrude* and *Hannah* being Executrixes of the laſt Will and Teſtament of *Jane Collins* Widow, deceaſed, who was ſole Executrix of *Lawrence Collins* Gent. her late Huſband, alſo deceaſed, who was Brother of the ſaid *Gertrude* and *Hannah*, and ſole Executor of the ſaid *Claude Collins*) have by Deed-Poll bearing even Date with the Obligation above written, and indorſed on the ſaid Indenture of Aſſignment, in conſideration of 200 *l.* therein mentioned to be paid to them by the above bounden *Lawrence Lord*, aſſigned over the ſaid Meſſuage or Tenement and Premiſſes, and all their Eſtate therein, unto the ſaid *Lawrence Lord*, his Executors, Adminiſtrators and Aſſigns, for all the now Reſidue of the ſaid Term of fifty-eight Years and one Quarter of a Year, ſubject to the Rents and Covenants in the ſaid original Indenture of Leaſe reſerved and contained, and which from henceforth only on the Tenant's or Leſſee's Part are or ought to be paid, done and performed, as by the ſaid Indenture of Aſſignment and Deed-Poll, Relation being thereunto had, may appear. Now therefore the Condition of this Obligation is ſuch, That if the ſaid *Lawrence Lord*, his Executors, Adminiſtrators and Aſſigns, ſhall and do well and truly pay, perform, obſerve and keep all and every the Rent and Rents, Covenants and Agreements in the ſaid original Indenture of Leaſe reſerved and contained, which from henceforth on his and their Part, or on the Part and Behalf of the Tenant or Leſſees of the ſaid Meſſuage and Premiſſes, are or ought to be paid, performed, obſerved and kept in all Things, according to the Purport of the ſame Indenture, and the ſaid Indenture of Aſſignment and Deed-Poll thereupon indorſed; and ſhall and do ſave, defend and keep indemnified the ſaid *Francis Fiſh* and *Gertrude* his Wife, and *Hannah Collins*, and each and every of them, their and each and every of their Heirs, Executors and Adminiſtrators, of and from the Payment and Performance thereof, and of and from all Loſſes, Coſts, Damages and Expences, which they or any of them ſhall or may ſuſtain or expend, by reaſon of the Non-Payment or Non-Performance thereof; then this Obligation to be void and of none Effect, or elſe to be and remain in full force and virtue.

and of the Aſſignment by his Repreſentatives to the Obligor in the Bond.

The Condition to perform Covenants, *&c.* in the Leaſe, and ſave harmleſs the Obligees.

N° 4. *Condition of a Bond from the Huſband to the Truſtees in a Marriage-Settlement, who advanced to him Part of the Money that was to be by them laid out in Lands.*

WHEREAS by Indenture quadrupartite of Releaſe and Settlement, dated the thirty-firſt Day of *July* 1728, between, *&c.* made previous, and in order to the Marriage of the above named *Adam Atkins* with the ſaid *Barbara Blundell* his now Wife, the ſaid *Charles Blundell* did covenant to mortgage divers Meſſuages, Lands and Hereditaments in *Weſtminſter*, for ſecuring the Payment unto the ſaid *David Dickſon* and *Edmund Evelyn*, their Executors, Adminiſtrators and Aſſigns, of the Sum of 10000 *l.* of lawful Money of *Great Britain*, to be by them laid out in the Purchaſe of Lands or Hereditaments, to be ſettled to the Uſes and Purpoſes in the ſame Indenture in that Behalf mentioned, which Mortgage was afterwards made by the ſaid *Charles Blundell* accordingly; And the ſaid *Charles Blundell* hath lately ſince paid in the Sum of 6000 *l.* Part of the ſaid Sum of 10000 *l.* unto the ſaid Truſtees who have laid out 5000 *l.* Part thereof in the Purchaſe of Lands and Hereditaments, and which have been ſettled to the Uſe and Purpoſes in the ſaid recited Indenture directed concerning the Lands and Hereditaments to be purchaſed with the ſaid Sum of 10000 *l.* and have agreed to advance and lend the Sum of 1000 *l.* (Reſidue of the ſaid 6000 *l.*) unto the ſaid *Adam Atkins* on his Bond, until a convenient Purchaſe can be found wherein to lay out the ſame. Now the Condition of this Obligation is ſuch, That if the ſaid *Adam Atkins*, his Heirs,

Recital of the Settlement,

and of Part paid in by the Lady's Father, and part, of that laid out.

The Condition.

Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *David Dickſon* and *Edmund Evelyn*, their Executors, Adminiſtrators and Aſſigns, the Sum of 1000*l.* of lawful Money of *Great Britain*, on the twenty-eighth Day of *April* next enſuing the Date of the Obligation above-written, together with lawful Intereſt for the ſame in the mean Time, and until Payment thereof, to be by them the ſaid Truſtees laid out and diſpoſed of for the Purpoſes in the ſaid recited Indenture directed, concerning the ſaid Sum of 10000*l.* and the Intereſt thereof; then, *&c.*

Condition of a Bond from the Vendor of Lands to a ſecond Purchaſer to ſave him harmleſs from the Portions of the Vendor's Siſters charged by the Will of their Father. N° 5.

WHEREAS *Arthur Aſton* late of, *&c.* Eſq; deceaſed, late Father of the above bounden *Arthur Aſton*, by his laſt Will in Writing, dated on or about the ſixth Day of *June* 1700, according to the Power reſerved to him in and by the Indenture of releaſe in his ſaid Will recited, or referred to, did give unto his four Daughters, *Barbara*, *Cecilia*, *Dorothy* and *Eſther*, the Sum of 1000*l.* a-piece for their reſpective Portions, to be paid at their reſpective Days of Marriage, and the yearly Sum of 50*l.* a-piece for their reſpective Maintenances, until their ſaid Portions ſhould become due and payable; and if any of his ſaid Daughters ſhould die before her and their reſpective Day and Days of Marriage, then he gave to each of his ſaid Daughters as ſhould ſurvive, or any one of them, an additional Portion of 200*l.* to make up her or their Portion or Portions 1200*l.* at her or their reſpective Day or Days of Marriage; and by a Codicil (to his ſaid Will) dated on or about the eighth Day of *June* 1701, he the ſaid Teſtator did give to his ſaid Daughter *Cecilia* the further Sum of 200*l.* to make up her ſaid Portion 1200*l.* to be paid with the Intereſt thereof, in ſuch manner as the ſaid 1000*l.* given her by his ſaid Will was directed to be paid. And whereas the above named *Fulk French* hath lately, for a valuable Conſideration, bought and purchaſed to him and his Heirs, of and from *George Gill*, the Manor of *Greenfield* and *Hartlow* in the ſaid County of *Kent*, and all other the Manors, Lands and Hereditaments, late of the ſaid above bounden *Arthur Aſton*, in the ſame County, which were charged with the aforeſaid Portions and Maintenances, and which were ſome Years ſince ſold and conveyed by the ſaid laſt named *Arthur Aſton*, unto the ſaid *George Gill* and his Heirs. Now the Condition of the above written Obligation is ſuch, that if the ſaid above bounden *Arthur Aſton*, his Heirs, Executors or Adminiſtrators, ſhall and do from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *Fulk French*, his Heirs, Executors, Adminiſtrators and Aſſigns, and the ſaid Manors, Lands and Hereditaments ſo by him purchaſed as aforeſaid, and every of them, and every Part thereof, of, from and againſt all the ſaid Portions and Maintenances, and all Arrears of ſuch Maintenance, and every Part thereof, and of, from and againſt all Actions and Suits at Law or in Equity, and all Loſs, Coſts, Damages and Expences which he, they, or any of them, ſhall or may ſuſtain, expend, or be put unto, for or by reaſon, or on account of the ſame Portions and Maintenances, or Arrears of Maintenance, or any Part thereof, or for or by reaſon, or on account of the Non-Payment thereof, or any Part thereof, or otherwiſe in relation thereunto; then the ſaid Obligation to be void and of none Effect, or elſe to be and remain in full Force and Virtue.

Recital of the Will,

and of the Sales to the firſt and ſecond Purchaſer.

The Condition.

N° 6. *Condition of a Bond by a Friend of the Huſband to the Lady's Father, that the Truſtees in a Marriage Settlement ſhall allow of a Settlement made by the Huſband of Lands, in lieu of Part of the Portion which was to be inveſted in Lands, and of a further Payment made to the Huſband.*

Part of the Settlement recited as to this Matter,

WHEREAS by Indenture dated on or about the twenty-ſecond Day of *Auguſt* 1710, the abovenamed *Arthur Aſh*, previous to the Marriage of his Daughter *Beatrix* with *Charles Cecil*, Eſq; did mortgage divers Meſſuages, Lands and Hereditaments in *Dartford* in the County of *Kent*, unto *Edward Ewer* and *Fulk Ford*, Eſq; for a long Term of Years, ſubject to Redemption on the ſaid *Arthur Aſh*'s Payment to them of the principal Sum of 10000*l.* and Intereſt for the ſame in manner therein mentioned, in Truſt as to the ſaid 10000*l.* that the ſame ſhould be by the ſaid *Edward Ewer* and *Fulk Ford*, or the Survivor of them, his Executors or Adminiſtrators, laid out in the Purchaſe of Lands or Hereditaments, to be ſettled to the Uſes in that Behalf directed in the Marriage Settlement of the ſaid *Charles Cecil* with the ſaid *Beatrix*, dated the Day before the Date of the ſame Mortgage. And whereas the ſaid *Charles Cecil* hath lately conveyed and ſettled divers Lands, Wood Grounds and Hereditaments, for and in lieu of 6000*l.* Part of the ſaid 10000*l.* principal Money, and the ſaid *Arthur Aſh* hath thereupon paid unto him the ſaid *Charles Cecil* not only the ſaid Sum of 6000*l.* as the Purchaſe Money for the ſaid ſettled Premiſſes, but alſo the further Sum of 2000*l.* (in all, the Sum of 8000*l.*) in Part of the ſaid 10000*l.* ſecured by the ſaid Mortgage, for which ſaid 2000*l.* the ſaid *Charles Cecil* is to give Security to the ſaid *Edward Ewer* and *Fulk Ford*, to repay the ſame to them for the Purpoſes in his ſaid Marriage Settlement mentioned, concerning the ſaid 10000*l.* But it being apprehended to be neceſſary for the Security of the ſaid *Arthur Aſh*, to have the Conſent of the ſaid *Edward Ewer* and *Fulk Ford*, for the Payment of the ſaid 6000*l.* to the ſaid *Charles Cecil*, and their Receipt for the ſaid 2000*l.* to be ſo ſecured to be repaid to them by the ſaid *Charles Cecil* as aforeſaid; neither of which can at preſent be had or procured by reaſon of their Diſtance from *London*. Now therefore the Condition of this Obligation is ſuch, that if the ſaid *Edward Ewer* and *Fulk Ford*, or the Survivor of them, do ſeal and execute one Part of the Settlement of the ſaid Lands, Wood Grounds and Hereditaments ſo conveyed and ſettled by the ſaid *Charles Cecil*, for and in lieu of the ſaid Sum of 6000*l.* as aforeſaid, and ſign a Receipt on the Original or Counterpart of the ſaid Mortgage for the ſaid 2000*l.* (and wherein the ſaid 6000*l.* ſhall be acknowledged to be paid by the ſaid *Arthur Aſh* to the ſaid *Charles Cecil*, with the Privity and Conſent of the ſaid *Edward Ewer* and *Fulk Ford*) or if the above bounden *Henry Harris*, his Heirs, Executors or Adminiſtrators, ſhall and do ſave, defend, keep harmleſs and indemnify the ſaid *Arthur Aſh*, his Heirs, Executors and Adminiſtrators, and his and their Lands and Tenements, Goods and Chattels, of, from and againſt all Loſs, Coſts, Charges, Damages and Expences, which he, they, or any of them, ſhall or may ſuſtain, expend, or be put unto for or by reaſon or means of his Payment of the ſaid Sum of 8000*l.* unto the ſaid *Charles Cecil*, in the Abſence of the ſaid *Edward Ewer* and *Fulk Ford*, and without their having ſealed one Part of the ſaid Settlement made by the ſaid *Charles Cecil*, or having ſigned ſuch Receipt as aforeſaid; then this Obligation to be void and of none Effect, or elſe to be and remain in full Force and Virtue.

and that the Huſband had ſettled ſome Lands in lieu of Part of the Money paid him by the Father, and that the Father had paid him a further Sum,

and that the Truſtees are abſent.

The Condition for their Allowance,

or to ſave the Father harmleſs.

N° 7. *Condition of a Bond by the Huſband who borrows the Money from the Truſtees in a Marriage Settlement, which was to be laid out in Land; being raiſed out of the Sale of his* South-Sea *Stock.*

The Settlement recited in part.

WHEREAS by Indenture dated on or about the twenty-eighth Day of *June* 1718, between the above bounden *Arthur Aſh* of the firſt Part, *Bryan Bird*, Eſq; ſince deceaſed, and *Cecilia* the now Wife of the ſaid *Arthur Aſh*, by her then Name of *Cecilia Bird*, Daughter of the ſaid *Bryan Bird*, of the ſecond

cond Part, and the above named *Adam Aſh* and *Daniel Bird*, Eſqs; of the third Part, in conſideration of the Marriage then intended, and ſince had and ſolemniſed between the ſaid *Arthur Aſh* and the ſaid *Cecilia* his now Wife, and for other the Conſiderations therein mentioned, the ſaid *Arthur Aſh* did covenant to transfer to the ſaid *Adam Aſh* and *Daniel Bird* the Sum of 25000*l.* *South-Sea* Stock as a Security for raiſing the Sum of 25000*l.* to be laid out in a Purchaſe of Manors, Lands or Tenements of Inheritance in Fee-Simple, to be ſettled to the Uſes, and in manner in the ſame Indenture in that Behalf directed; in which ſaid Indenture was contained a Proviſo or Power for the ſaid *Adam Aſh* and *Daniel Bird*, Eſqs; with the Conſent of the ſaid *Arthur Aſh*, to ſell and diſpoſe of the ſaid Stock, and to place out the ſaid Sum of 25000*l.* to be raiſed thereby at Intereſt in the Names of the ſaid *Adam Aſh* and *Daniel Bird*, Eſqs; their Executors, Adminiſtrators or Aſſigns, upon Securities, at Intereſt, till ſuch Purchaſe ſhould be made as aforeſaid. And whereas the ſaid *Arthur Aſh* did accordingly, in purſuance of his ſaid Covenant, ſo tranfer the ſaid 25000*l.* *South-Sea* Stock as aforeſaid, and the ſaid *Adam Aſh* and *Daniel Bird* did ſome Time ſince ſell the ſame, with the Conſent of the ſaid *Arthur Aſh*, and retained in their Hands the Sum of 25000*l.* (Part of the Monies ariſing by ſuch Sale) to be by them laid out for the Purpoſe aforeſaid, and paid over the Reſidue of the Monies ariſing by ſuch Sale to him the ſaid *Arthur Aſh*, which he doth hereby acknowledge. And whereas the ſaid Sum of 25000*l.* ever ſince the ſame was raiſed as aforeſaid, hath been put out at Intereſt in the Names of the ſaid *Adam Aſh* and *Daniel Bird*, and the ſame being lately paid in, the ſaid *Arthur Aſh* hath propoſed to borrow the ſame upon his Bond, to which the ſaid *Adam Aſh* and *Daniel Bird* have agreed, and have accordingly lent and paid the ſame to him the ſaid *Arthur Aſh* on the Day of the Date hereof, the Receipt whereof he doth hereby acknowledge. Now the Condition of this Obligation is ſuch, that if the ſaid *Arthur Aſh*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Adam Aſh* and *Daniel Bird*, their Executors, Adminiſtrators or Aſſigns, at, or in the common Dining Hall of *Lincoln's Inn*, in the County of *Middleſex*, the full and juſt Sum of 25000*l.* of lawful Money of *Great Britain* upon the twenty-fifth Day of *June* next enſuing the Day of the Date of the above written Obligation, for the Uſes and Purpoſes in the ſaid recited Indenture mentioned and directed concerning the ſame Sum; and alſo ſhall and do in the mean time, and until Payment of the ſaid 25000*l.* pay, or cauſe to be paid Intereſt for the ſame, at the Rate of 4*l.* *per Cent. per Annum*, unto ſuch Perſon or Perſons as for the Time being ſhall be legally intitled thereto, by virtue of the ſame Indenture, without any Deduction thereout, for Taxes or otherwiſe howſoever; then, *&c.*

containing a Power to the Truſtees to put Money out, with the Huſband's Conſent, till a Purchaſe could be had, and that the Money was raiſed by Sale of *South-Sea* Stock,

and had been put out, and paid in.

The Condition.

Condition of a Bond given by the Executrix of a Leſſee of a Houſe, &c. and a Surety, to a Perſon who becomes Tenant at a lower Rent, that they will pay the Surplus or indemnify him. N° 8.

WHEREAS *Abel Aſh* of, *&c.* Eſq; did, by his Indenture of Leaſe dated on or about the twenty-fourth Day of *November* 1722, demiſe unto *Bartholomew Bond*, then of *London*, Merchant (ſince deceaſed) a certain Meſſuage or Tenement, Warehouſes, Yard, Garden, Rooms and Appurtenances thereunto belonging, then in the actual Poſſeſſion of the ſaid *Bartholomew Bond*, ſituate and being in *Coleman Street*, in the Pariſh of St. *Stephen Coleman Street*, *London*, with their and every of their Appurtenances; To hold unto the ſaid *Bartholomew Bond*, his Executors, Adminiſtrators and Aſſigns, from *Michaelmas* then laſt paſt, for the Term of twenty-one Years, at and under the yearly Rent of 60*l.* payable Quarterly as therein is mentioned, as by the ſame Indenture of Leaſe may appear. And whereas the above bounden *Anne Bond*, who is Widow and Relict, and alſo Executrix of the laſt Will and Teſtament of the ſaid *Bartholomew Bond*, and ſo thereby became intitled to the Premiſſes during the Reſidue of the ſaid Term therein, hath by Indenture of Leaſe bearing even Date with the Obligation above written, demiſed the ſaid Meſſuage or Tenement and Premiſſes with the Appurtenances, unto the above named *Charles Curtis*, to hold to him, his Executors, Adminiſtrators

Recital of the original Leaſe,

and of a Demiſe at a leſs Rent to the Obligee;

tors and Aſſigns, from the Feaſt of St. *John* the Baptiſt next enſuing the Date of the ſame Leaſe, for the Term of thirteen Years and one Quarter of a Year, at and under the yearly Rent of 50*l.* for the firſt thirteen Years of the ſaid Term, and at and under the Rent of 12*l.* 10*s.* for the laſt Quarter of a Year of the ſaid Term, payable as therein is mentioned, either to the ſaid *Anne Bond*, her Executors, Adminiſtrators and Aſſigns, or unto the ſaid *Abel Aſh*, his Heirs and Aſſigns, at the Election of the ſaid *Charles Curtis*, his Executors, Adminiſtrators or Aſſigns, as by the ſaid Indenture of Leaſe of even Date herewith may appear; which ſaid yearly Rent of 50*l.* reſerved in and by the ſaid laſt mentioned Leaſe, is as much as the ſaid Meſſuage and Premiſſes are at preſent worth to be let. And whereas upon making of the ſaid laſt mentioned Indenture of Leaſe, it was agreed between the ſaid *Anne Bond* and *Charles Curtis*, that ſhe the ſaid *Anne Bond* ſhould, during the ſaid firſt thirteen Years of the ſaid Term thereby leaſed, pay or cauſe to be paid unto the ſaid *Charles Curtis*, his Executors, Adminiſtrators or Aſſigns, the yearly Sum of 10*l.* of lawful Money of *Great Britain*, by four equal Quarterly Payments, at the four moſt uſual Feaſts or Days of Payment in every Year, in order to make up the ſaid yearly Rent of 50*l.* thereby reſerved the full yearly Sum of 60*l.* and ſo proportionably, and at that Rate for the ſaid laſt Quarter of a Year for the Purpoſe aforeſaid; to the Intent that he the ſaid *Charles Curtis*, his Executors, Adminiſtrators and Aſſigns, ſhould and might pay over the ſame unto the ſaid *Abel Aſh*, his Heirs and Aſſigns, in full Diſcharge and Satisfaction of the ſaid yearly Rent of 60*l.* reſerved on the ſaid firſt mentioned Leaſe as the ſame ſhould from Time to Time grow due, or otherwiſe that the ſaid *Anne Bond* ſhould indemnify the ſaid *Charles Curtis*, his Executors, Adminiſtrators and Aſſigns therefrom. Now therefore the Condition of this Obligation is ſuch, That if the ſaid *Anne Bond*, and the above bounden *David Bond*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *Charles Curtis*, his Executors, Adminiſtrators or Aſſigns, yearly and every Year, during the firſt thirteen Years of the ſaid Term of thirteen Years and one Quarter of a Year the yearly Sum of 10*l.* of lawful Money of *Great Britain*, at the four moſt uſual Feaſts or Days of Payment in every Year, *viz.* the Feaſt of, *&c.* by even and equal Portions; the firſt Payment thereof to commence on the Feaſt-Day of St. *Michael* the Archangel next enſuing the Date of the Obligation above written, and ſo proportionably, and at that Rate for the ſaid laſt Quarter of a Year of the ſame Term, in order, and to the Intent and Purpoſe aforeſaid; or otherwiſe, if they the ſaid *Anne Bond* and *David Bond*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, do and ſhall well and truly ſave, defend, keep harmleſs and indemnify the ſaid *Charles Curtis*, his Executors, Adminiſtrators and Aſſigns, and his, their and every of their Lands and Tenements, Goods and Chattels, of and from the Payment of the ſaid yearly Sum of 10*l.* Part of the ſaid yearly Rent of 60*l. per Annum*, reſerved on the ſaid firſt mentioned Indenture of Leaſe, every or any Part thereof, and of and from the Payment of the ſaid proportionable Part of the ſaid yearly Sum of 10*l.* for the ſaid laſt Quarter of a Year of the ſaid laſt mentioned Term, and of and from all Loſs, Coſts, Charges, Damages and Expences, which he, they or any of them, ſhall or may ſuſtain, expend, or be put unto, for or by reaſon of the Non-Payment thereof, or of any Part thereof; then this preſent Obligation to be void and of none Effect, or elſe to be and remain in full Force and Virtue.

and of an Agreement to pay the ſurplus Rent due to the firſt Leſſor, *&c.*

The Condition

to pay the ſurplus Rent to the Obligee,

or to indemnify him.

No. 9. *Condition of a Bond given by the Lady's Father, to the intended Huſband, for Payment of an additional Portion within ſix Months after the Father's Death.*

Recital of the Marriage Agreement and Settlement.

WHEREAS a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemniſed between the above named *Arthur Atkins* and *Bridget Bethell* Spinſter, Daughter of the above bounden *Cæſar Bethell*. And whereas in and by a certain Indenture quadrupartite of Releaſe and Settlement bearing even Date with the Obligation above written, and made, or mentioned to be made between the ſaid *Arthur Atkins* of the firſt Part, *Daniel Davis* and *Edward Eades*,

Eades, Eſqs; of the ſecond Part, *Francis Froſt* and *George Bethell*, Eſqs; of the third Part, and the ſaid *Cæſar Bethell* and *Bridget Bethell*, of the fourth Part, in conſideration of the ſaid intended Marriage, and for other the Conſiderations in the ſame Indenture mentioned, he the ſaid *Cæſar Bethell* did covenant for himſelf, his Heirs, Executors and Adminiſtrators, to and with the ſaid *Arthur Atkins*, his Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhould take effect, the Heirs, Executors or Adminiſtrators of him the ſaid *Cæſar Bethell* ſhould and would, within the ſpace of ſix Kalendar Months next after his Deceaſe, well and truly pay, or cauſe to be paid unto the ſaid *Arthur Atkins*, his Executors or Adminiſtrators, the further Sum of 2000 *l.* of lawful Money of *Great Britain* (over and above the Sum of 8000 *l.* therein before-mentioned to be paid by the ſaid *Cæſar Bethell* to the ſaid *Arthur Atkins*) as an Addition to, and in full of the Marriage-Portion of the ſaid *Bridget Bethell*, and in order to compleat and make up the ſame the full Sum of 10000 *l.* as by the ſaid Indenture, Relation being thereunto had, may, among other Things therein contained, more fully appear. Now therefore the Condition of this Obligation is ſuch, That in caſe the ſaid intended Marriage take effect, then if the Heirs, Executors or Adminiſtrators of the ſaid *Cæſar Bethell* ſhall and do, within the ſpace of ſix Kalendar Months next after his Deceaſe, well and truly pay or cauſe to be paid unto the ſaid *Arthur Atkins*, his Executors or Adminiſtrators, the full and juſt Sum of 2000 *l.* lawful Money of *Great Britain*, purſuant to and in performance of the ſaid recited Covenant in the ſaid Indenture contained for that Purpoſe, then this preſent Obligation to be void, *&c.*

Condition of this Bond.

Condition of a Bond by a Grandmother of a Perſon choſen Clerk in the Transfer-Office of the South-Sea *Company, to one who was bound with him to the Company for his duly accounting,* &c. *to indemnify the Surety.* N° 10.

WHEREAS by one Bond or Obligation bearing even Date with the Obligation above-written, the above named *Adam Aſh*, (at the ſpecial Inſtance and Requeſt of the above bounden *Beatrix Bent* and *Cæſar Croſs*, her Grandſon, who was then choſen a Clerk in the Transfer-Office of the Governor and Company of Merchants of *Great Britain* Trading to the *South-Seas* and other Parts of *America*, and for encouraging the Fiſhery) is become bound and obliged (together with the ſaid *Cæſar Croſs*) unto the ſaid Governor and Company in the penal Sum of 300 *l.* of lawful Money of *Great Britain*, with Condition there-under written, to the Effect following; that is to ſay, That if the ſaid *Cæſar Croſs* did and ſhould, during ſuch Time as he ſhould continue in the Service of the ſaid Company, well and faithfully execute the ſame, and alſo did and ſhould well and truly account for, pay and deliver unto the ſaid Governor and Company, and their Succeſſors, or unto the Court of Directors of the ſaid Company, for the Time being, or to any Committee or Committees thereof, or to ſuch Perſon or Perſons as by the ſaid Court of Directors, or any Committee thereof, ſhould be directed or appointed to receive the ſame, all ſuch Sum and Sums of Money, Books, Papers, Writings, Matters and Things which he then had already received, or ſhould receive or be intruſted with, by, for or on account of the ſaid Governor and Company, or their Succeſſors, or any Court or Courts of Directors of the ſaid Company, or any Committee or Committees thereof, or wherewith, or for which the ſaid Governor and Company, or their Succeſſors could, ſhould or might be anſwerable or accountable, and ſhould not do any Thing wilfully or knowingly to the Prejudice or Damage of the ſaid Governor and Company, or their Succeſſors, but in all Things behave and demean himſelf honeſtly and faithfully towards them; then the ſaid recited Obligation to be void, or elſe to remain in full Force and Virtue, as by the ſaid Obligation and Condition thereof, Relation being thereunto had, may appear. Now the Condition of this Obligation is ſuch, That if the ſaid *Cæſar Croſs*, his Heirs, Executors and Adminiſtrators, and every of them, ſhall and do in all Things well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and ſingular the Articles, Clauſes, Payments, Matters and Things in the ſaid recited Condition contained,

Recital of the Bond to the *South-Sea* Company;

and the Condition thereof ſet out at large.

Condition of this Bond, that the Clerk ſhall perform,

contained, on his and their Parts to be paid, done and performed, according to the Purport, true Intent and Meaning of the ſaid recited Condition, and alſo if the ſaid *Beatrix Bent*, her Heirs, Executors and Adminiſtrators, ſhall and do at all Times hereafter ſave, defend and keep harmleſs and indemnified the ſaid *Adam Aſh*, his Heirs, Executors and Adminiſtrators, and every of them, and his and their Lands and Tenements, Goods and Chattels, of, from and againſt the ſaid recited Bond or Obligation, and the Condition thereof; and all and every Breach, Neglect or Default in not performing, or not duly performing the ſame, and the ſeveral Matters and Things therein contained, or any of them, and all Actions, Suits, Loſs, Coſts, Charges, Damages and Expences, for or by reaſon, or on account thereof; then this preſent Obligation to be void, or elſe to be and remain in full Force and Virtue.

and to indemnify the Surety in the Bond to the Company.

N° 11. *Condition of a Bond by the Uncle of an intended Huſband to ſettle or deviſe a Reverſionary Eſtate on or to the Husband and Wife and their Iſſue, in manner mentioned in the Condition, or for Payment of a certain Sum of Money in lieu thereof.*

The Obligor's Title recited,

WHEREAS the above bounden *Arthur Allen* is ſeiſed of, or intitled to, an Eſtate of Inheritance in Fee-Simple to him and his Heirs, immediately expectant on the Deceaſe of *Barbara Allen* his Mother, of, in and to all that Meſſuage or Tenement, with the Buildings, Barns, Stables, Gardens, Orchards, Lands, Tenements, Meadows, Paſtures, Hereditaments and Appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying and being in *Chiſwick* in the County of *Middleſex*, and now or late in the Tenure, Poſſeſſion or Occupation of *Dudley Diggs*, his Aſſigns, Leſſes or Undertenants. And whereas a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemniſed between *Edward Eaſt* of, *&c.* Loriner (Nephew of the ſaid *Arthur Allen*) and *Frances Field* Spinſter (Daughter of *George Field* of, *&c.* Goldſmith.) And whereas in conſideration of the natural Love and Affection which the ſaid *Arthur Allen* beareth to the ſaid *Edward Eaſt* his Nephew, and for his better Advancement and Preferment in the World, and in Proſpect and Conſideration of the ſaid intended Marriage, and of the Portion which the ſaid *Edward Eaſt* is to have and receive on his Intermarriage with the ſaid *Frances* his intended Wife, the ſaid *Arthur Allen* hath promiſed and agreed to ſettle and convey, or give and deviſe the ſaid Meſſuage, Lands, Hereditaments and Premiſſes, ſo and in ſuch ſort as that the ſame, in caſe the ſaid intended Marriage take effect, ſhall from and after the Deceaſe of the Survivor of them the ſaid *Barbara Allen* and *Arthur Allen*, be, go and remain to and for the Benefit of the ſaid *Edward Eaſt* and *Frances* his intended Wife, and the Child or Children and Iſſue between them to be begotten, in ſuch Manner, and for ſuch Eſtates as are herein after in that Behalf mentioned, with the laſt Remainder in Fee to the ſaid *Edward Eaſt* and his Heirs, or that in lieu thereof the Heirs, Executors or Adminiſtrators of him the ſaid *Arthur Allen*, ſhall within two Kalendar Months next after the Deceaſe of the Survivor of them the ſaid *Barbara* and *Arthur Allen*, pay the Sum of 5000 *l.* of lawful Money of *Great Britain*, in ſuch Manner, and for ſuch Purpoſes as are herein after mentioned concerning the ſame. Now the Condition of this Obligation is ſuch, That in caſe the ſaid *Arthur Allen* ſhall and do ſome time after the Solemnization of the ſaid intended Marriage, and during his natural Life, by ſome good and ſufficient Conveyance and Aſſurance in the Law, legally and effectually ſettle, convey and aſſure, or otherwiſe, by his laſt Will and Teſtament in Writing to be by him duly ſigned, publiſhed and declared in the Preſence of three or more credible Witneſſes, give and deviſe the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, with their Appurtenances, free from all Incumbrances (other than the Rent or Rents and Services to be due to the Lord or Lords of whom the ſaid Premiſſes are or may be held) ſo, and in ſuch Manner and Sort as that the ſame Premiſſes, and every Part thereof, ſhall from and after the Deceaſe of the Survivor of them the ſaid *Barbara* and *Arthur Allen*, be, go and remain to the Uſes, and in manner herein after mentioned, or as near thereto as may be, and the Deaths of Perſons

and the Marriage intended,

and the Uncle's Agreement to ſettle or deviſe.

The Condition, containing the Uſes of the Settlement, or Deviſe to be made,

Perſons will admit; that is to ſay, To the Uſe of the ſaid *Edward Eaſt* for the Term of his natural Life, without Impeachment of Waſte, with due Proviſion for ſupporting and preſerving, during his Life, the contingent Uſes and Eſtates herein after mentioned, as in ſuch Caſe is uſual, and from and after his Deceaſe, to the Uſe of the ſaid *Frances* his intended Wife, for the Term of her natural Life, with Power for them the ſaid *Edward Eaſt* and *Frances* his intended Wife, during their reſpective Lives, when in poſſeſſion of the ſaid Premiſſes, to leaſe the ſame for twenty-one Years or under, at the improved Rent, with ſuch Reſtrictions and Limitations as in ſuch Caſes are uſual; And from and after the ſeveral Deceaſes of them the ſaid *Edward Eaſt* and *Frances* his intended Wife, and the Deceaſe of the Survivor of them, then to the Uſe of all and every the Children of the ſaid *Edward Eaſt* on the Body of the ſaid *Frances* his intended Wife to be begotten, or of ſuch one or more of them, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form as the ſaid *Edward Eaſt* and *Frances* his intended Wife ſhall at any Time or Times during their Joint-Lives, by any Writing or Writings under both their Hands and Seals, atteſted by two or more credible Witneſſes, direct, limit or appoint, and in default thereof then as the Survivor of them the ſaid *Edward Eaſt* and *Frances* his intended Wife, by any Writing or Writings under his or her Hand and Seal, atteſted as aforeſaid, or by his or her laſt Will and Teſtament in Writing to be by him or her ſigned, publiſhed and declared in the preſence of three or more credible Witneſſes, ſhall from Time to Time direct, limit or appoint; and in default of all ſuch Direction, Limitation and Appointment, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, then to the Uſe of all and every the Child and Children of the ſaid *Edward Eaſt* on the Body of the ſaid *Frances* his intended Wife to be begotten, to be equally divided between them (if more than one) Share and Share alike, to take as Tenants in common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Child and Children; and if one or more of ſuch Children ſhall happen to die without Iſſue of his, her or their Body or Bodies, then as to the Share or Shares of him, her or them ſo dying without Iſſue, to the Uſe of the Survivor or Survivors, or others or other of them, Share and Share alike, to take as Tenants in common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors or Survivor, others or other of them; and if all ſuch Children but one ſhall die without Iſſue of their Bodies, or if there ſhall be but one ſuch Child, then to the Uſe of ſuch ſurviving or only Child, and of the Heirs of his or her Body; and for default of all ſuch Iſſue, then to the Uſe of the ſaid *Edward Eaſt*, his Heirs and Aſſigns for ever; or in caſe no ſuch Settlement, Conveyance, Gift or Deviſe ſhall be made by the ſaid *Arthur Allen*, of the ſaid Meſſuage, Lands, Hereditaments and Premiſſes as aforeſaid, then in caſe the Heirs, Executors or Adminiſtrators of him the ſaid *Arthur Allen* ſhall and do in lieu thereof, within the ſpace of two Kalendar Months next after the Deceaſe of the Survivor of them the ſaid *Barbara Allen* and *Arthur Allen*, well and truly pay, or cauſe to be paid unto the ſaid *George Field* and *Henry Hart*, or the Survivor of them, his Executors or Adminiſtrators, the Sum of 5000 *l.* of lawful Money of *Great Britain*, upon Truſt, to be by them the ſaid *George Field* and *Henry Hart*, or the Survivor of them, his Executors or Adminiſtrators, laid out and diſpoſed of, with the Conſent and Approbation of the ſaid *Edward Eaſt* and *Frances* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, in the Purchaſe of Freehold or Copyhold Meſſuages, Lands, Tenements or Hereditaments of Inheritance in poſſeſſion, to be ſettled to ſuch and the like Uſes as are herein before mentioned, of and concerning the ſaid Premiſſes in *Chiſwick* aforeſaid, or as near thereto as may be, and the Deaths of Perſons, and the Nature of the Caſe will admit; then and in either of the ſaid Caſes, and at all Times from and after ſuch Settlement, Conveyance, Gift or Deviſe ſhall be made by the ſaid *Arthur Allen*, or that true Payment ſhall be made of the ſaid Sum of 5000 *l.* in lieu thereof as aforeſaid, this preſent Obligation ſhall be void and of none effect, or elſe the ſame ſhall remain in full Force and Virtue.

or to pay the Money.

N° 12 *Condition of a Bond by a Perſon who borrowed* Bank Stock, *to the Lender, to replace it within a certain Time, and to make good the Dividends*, &c.

Recital of the *Bank Stock* being lent by the Obligee to the Obligor,

WHEREAS the above named *Abel Aſton*, at the ſpecial Inſtance and Requeſt of the above bounden *Bryan Bennett*, and to ſerve his preſent Occaſions, hath on the Day of the Date of the above written Obligation, lent to him the ſaid *Bryan Bennett* 2000 *l.* preſent Capital *Bank Stock* or Share in the Fund of the Governor and Company of the *Bank* of *England*, and hath accordingly tranſferred the ſame to him the ſaid *Bryan Bennett* in the Transfer Books of the ſaid Governor and Company, which he the ſaid *Bryan Bennett* doth hereby own and acknowledge, and as by the ſaid Books of the ſaid Governor and Company, Relation being thereunto had, may appear. And whereas previous to, and in conſideration of the ſaid Loan and Transfer of the ſaid 2000 *l.* to the ſaid *Bryan Bennett* by the ſaid *Abel Aſton* as aforeſaid, he the ſaid *Bryan Bennett* did promiſe and agree to and with the ſaid *Abel Aſton*, within the ſpace of ſix Kalendar Months next enſuing the Day of the Date of the ſaid above written Obligation, to transfer, or cauſe or procure to be transferred unto, and to the Account of him the ſaid *Abel Aſton*, his Executors and Adminiſtrators, in the ſaid Books of the ſaid Governor and Company of the ſaid *Bank* of *England* 2000 *l.* like Capital *Bank Stock* or Share as aforeſaid, in the ſaid Fund of the Governor and Company of the *Bank* of *England*, and likewiſe to pay, anſwer and make good unto him the ſaid *Abel Aſton*, his Executors and Adminiſtrators, all Dividends, Intereſt and Produce, which in the mean time ſhall or may be paid, made or received, for, upon or on account of the ſaid 2000 *l.* Stock ſo lent and transferred as aforeſaid, or which he the ſaid *Abel Aſton*, his Executors or Adminiſtrators, could have received, or would have been intitled unto in caſe the ſame 2000 *l.* Stock had remained and continued ſtanding in the ſaid Books of the ſaid Governor and Company, in the Name, and as the Property of him the ſaid *Abel Aſton*, his Executors and Adminiſtrators. Now the Condition of the ſaid above written Obligation is ſuch, That if the ſaid *Bryan Bennett*, his Heirs, Executors or Adminiſtrators, ſhall and do at his and their own proper Coſts and Charges, on the next Transfer-Day for *Bank Stock* immediately preceding the Expiration of ſix Kalendar Months next enſuing the Day of the Date of the ſaid above-written Obligation, or at leaſt before the Expiration of the aforeſaid ſix Kalendar Months, well and truly transfer, cauſe or procure to be transferred and replaced unto, and to the Account of him the ſaid *Abel Aſton*, his Executors and Adminiſtrators, in the ſaid Books of the ſaid Governor and Company of the *Bank* of *England* 2000 *l.* like Capital *Bank Stock* or Share as aforeſaid, in the ſaid Fund of the ſaid Governor and Company; and likewiſe ſhall and do anſwer, pay and make good unto him the ſaid *Abel Aſton*, his Executors and Adminiſtrators, all Dividends, Intereſt and Produce, which in the mean time ſhall or may be paid, made or received, for or upon account of the ſaid 2000 *l.* Stock ſo lent and transferred by the ſaid *Abel Aſton* to the ſaid *Bryan Bennett* as aforeſaid, or which he the ſaid *Abel Aſton*, his Executors or Adminiſtrators could have received, or would have been intitled unto, in caſe the ſame 2000 *l.* Stock had remained and continued ſtanding in the ſaid Books of the ſaid Governor and Company, in the Name and as the Property of him the ſaid *Abel Aſton*, his Executors and Adminiſtrators; then this preſent Obligation to be void and of none effect, or elſe to be and remain in full Force and Virtue.

and Agreement to replace it, and make good the Dividends, &c.

The Condition.

Condition of a Bond by a Purchaſer of Lands, to pay a Sum of Money left in his Hands to indemnify him againſt additional Portions given upon a Contingency to the Siſters of the Vendor, in caſe the Contingency ſhall not happen. Nº 13.

WHEREAS *Arthur Aſton*, late of, *&c.* Eſq; deceaſed, late Father of the above named *Arthur Aſton*, in and by his laſt Will in Writing, dated on or about the ſixth Day of *June* 1700, gave unto his four Daughters, *Barbara* (ſince deceaſed) *Cecilia*, *Dorothy* and *Eſther*, the Sum of 1000*l.* a-piece for their reſpective Portions, to be paid at their reſpective Days of Marriage; and if any of his ſaid Daughters ſhould die before her or their reſpective Day or Days of Marriage, then he gave to each of his ſaid Daughters as ſhould ſurvive, or any one of them, an additional Portion of 200*l.* to make up her or their Portion or Portions 1200*l.* at her or their reſpective Day or Days of Marriage. And whereas the ſaid *Cecilia* and *Dorothy* are both of them yet Sole and Unmarried. And whereas the above bounden *Fulk French*, Eſq; hath lately, for a valuable Conſideration, bought and purchaſed to him and his Heirs, the Manors of *Greenfield* and *Hartlow* in the ſaid County of *Kent*, and all other the Manors, Lands and Hereditaments late of the ſaid *Arthur Aſton* the Father, and *Arthur Aſton* the Son, or either of them, in the ſaid County of *Kent*, which were charged with the ſaid original and additional Portions. And whereas the ſaid *Arthur Aſton* the Son hath depoſited and left in the Hands of the ſaid *Fulk French* the Sum of 600*l.* (in part of the Monies which were to be paid to the ſame *Arthur Aſton* on the aforeſaid Purchaſe) in order thereby and thereout to indemnify the ſaid *Fulk French* and the Premiſſes by him purchaſed as aforeſaid, from and againſt any ſuch additional Portions or Benefit as may happen to accrue or become due to any of them the ſaid *Cecilia*, *Dorothy* and *Eſther*, or any of their Repreſentatives, in caſe either of them the ſaid *Cecilia* and *Dorothy* ſhall happen to die unmarried. Now therefore the Condition of the above written Obligation is ſuch, That in caſe any ſuch additional Portion or Portions, or Benefit as aforeſaid, ſhall happen to accrue or become due by reaſon or means of the aforeſaid Contingencies, then if the ſaid *Fulk French*, his Heirs, Executors or Adminiſtrators, ſhall and do, by and out of the ſaid Sum of 600*l.* pay, or cauſe to be paid ſuch Sum or Sums of Money as ſhall accrue or become due by reaſon or means of ſuch Contingency or Contingencies as aforeſaid, as and when the ſame ſhall become payable; and the Reſidue and Overplus of the ſame 600*l.* (if any) unto the ſaid *Arthur Aſton* the Son, his Executors, Adminiſtrators or Aſſigns, when and ſo ſoon as it ſhall appear what ſuch Reſidue or Overplus ſhall be, together with Intereſt for the ſame 600*l.* (or ſo much thereof as ſhall for the Time being remain unpaid) in the mean time, and until Payment thereof, after the Rate of 4*l. per Cent. per Annum*; or in caſe no ſuch additional Portion or Portions, or Benefit as aforeſaid ſhall happen, accrue or become due, then if the ſaid *Fulk French*, his Heirs, Executors or Adminiſtrators, ſhall and do within the Space of three Kalendar Months next after it ſhall appear that no ſuch additional Portion or Portions, or Benefit as aforeſaid ſhall or may, or can happen, accrue or become due, well and truly pay, or cauſe to be paid unto the ſaid *Arthur Aſton* the Son, his Executors, Adminiſtrators or Aſſigns, the ſaid whole Sum of 600*l.* together with Intereſt for the ſame, at the Rate aforeſaid, in the mean time and until Payment thereof; then and in either of the ſaid Caſes, the ſaid Obligation to be void and of none Effect, or elſe to be and remain in full force and virtue.

Will of the Father of the Vendor recited.

and of the Sale of Lands to the Purchaſer,

and of the depoſiting the Money in his Hands.

The Condition.

N°. 14. *Condition of a Bond given after Marriage, to the Huſband, by the Lady's Father, that her God-Mother ſhall leave her a certain Sum which ſhe promiſed previous to the Marriage, for her Advancement, and in Augmentation of her Portion. This upon a Contingency.*

The Promiſe recited. WHEREAS previous to the Marriage of the above named *Abel Audley* with *Bridget* his now Wife (ſecond Daughter of the above bounden *Cæſar Chilton*) *Deborah Davis* of *Epping* in the County of *Eſſex*, Spinſter, God-Mother to the ſaid *Bridget*, as well for the Love and Affection which ſhe had for, and bore to her ſaid God-Daughter, as alſo for her Preferment in Marriage, did promiſe to give at her Death unto her ſaid God-Daughter the Sum of 2000*l.* in Augmentation of her Portion; and the ſaid *Cæſar Chilton*, as Part of the ſaid Agreement for the ſaid then intended Marriage, did promiſe and undertake to give Security unto the ſaid *Abel Audley* for the Payment of the ſame accordingly, but ſubject to the Contingencies herein after in that Behalf mentioned. Now the Condition of the above written Obligation is ſuch, That if the ſaid *Deborah Davis* in her Lifetime, or her Executors or Adminiſtrators, or the ſaid *Cæſar Chilton*, his Executors or Adminiſtrators, ſhall and do within the Space of ſix Kalendar Months next after her Deceaſe well and truly pay, or ſecure to be paid unto the ſaid *Abel Audley*, his Executors, Adminiſtrators or Aſſigns, the Sum of 2000*l.* of good and lawful Money of *Great Britain*, without any Delay, Deduction, Charge or other Abatement whatſoever; or if the ſaid *Bridget* (Wife of the ſaid *Abel Audley*) ſhall happen to die before the ſaid *Deborah Davis*, and leave no Child or Children, or if ſhe leave any Child or Children, and all ſuch Child or Children ſhall happen to die before the ſaid *Deborah Davis*; then, and in every or any of the ſaid Caſes the ſaid above written Obligation to be void and of none Effect, or elſe to be and remain in full Force and Virtue.

The Condition.

N° 15. *Condition of a Bond to a Truſtee for a Woman, to pay her Intereſt for a Sum of Money during her Life, and after her Death the Principal as ſhe ſhall appoint, or to her Executors or Adminiſtrators.*

Recital of the Obligor's having received the Money. WHEREAS the above named *Adam Allen* hath on the Day of the Date of the Obligation above written paid into the Hands of the above bounden *Bryan Birt* the Sum of 1000*l.* of lawful Money of *Great Britain*, the Receipt whereof he does hereby acknowledge. And whereas the ſaid Sum of 1000*l.* was ſo paid by the ſaid *Adam Allen* to the ſaid *Bryan Birt*, which he the ſaid *Bryan Birt* is to retain in his Hands during the Life of the ſaid *Catherine Coates*, paying her Intereſt for the ſame at the Rate of 5*l. per Cent. per Annum* yearly, during her Life, by equal Half-yearly Payments; and after her Deceaſe, then the ſaid *Bryan Birt* is to pay the ſame unto ſuch Perſon or Perſons, and in ſuch Parts and Proportions, and at ſuch Time or Times as ſhe the ſaid *Catherine Coates*, by her Deed or Will in Writing, executed in the Preſence of two or more credible Witneſſes, ſhall direct or appoint; and in default of ſuch Direction or Appointment then to the Executors or Adminiſtrators of the ſaid *Catharine Coates*. Now the Condition of this Obligation is ſuch, That if the ſaid *Bryan Birt*, his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *Catherine Coates*, yearly and every Year, during the Term of her natural Life, Intereſt for the ſaid Sum of 1000*l.* at the Rate of 5*l. per Cent. per Annum*, by four equal quarterly Payments, at the four moſt uſual Feaſts or Days of Payment in every Year; that is to ſay, The Feaſts of the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, the Birth of our Lord Chriſt, and the Annunciation of the bleſſed Virgin *Mary*, by even and equal Portions; the firſt Payment thereof to begin and to be made on the Feaſt-Day of St. *John* the Baptiſt now next enſuing; and alſo if the ſaid *Bryan Birt*, his Heirs, Executors or Adminiſtrators, do

The Condition.

and ſhall after the Deceaſe of the ſaid *Catherine Coates* pay, or cauſe to be paid the Sum of 1000*l.* unto ſuch Perſon or Perſons, and at ſuch Time or Times, and in ſuch Parts and Proportions, Manner and Form as ſhe the ſaid *Catherine Coates* ſhall by any Deed or Writing under her Hand and Seal, executed in the Preſence of two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, to be ſigned and publiſhed in the Preſence of the like Number of Witneſſes, direct, limit, give or appoint the ſame; and for want of ſuch Direction, Limitation, Gift or Appointment, then if the ſaid *Bryan Birt*, his Heirs, Executors or Adminiſtrators, do and ſhall pay, or cauſe to be paid the ſaid Sum of 1000*l.* or ſo much thereof whereof no ſuch Gift ſhall be made as aforeſaid, unto the Executors or Adminiſtrators of her the ſaid *Catherine Coates* within three Kalendar Months next after her Deceaſe; then this preſent Obligation to be void, *&c.*

Condition of a Bond that an Apprentice ſhall perform, &c. N° 16.

WHEREAS by Indentures of Apprenticeſhip bearing Date the twentieth Day of *May* now laſt paſt, *Adam Aſh* the Younger, one of the Sons of the above bounden *Adam Aſh* the Elder is become Bound as an Apprentice to the ſaid *Bryan Buſh* in the Trade, Art or Imployment of a Hoſier for the Term or Space of ſeven Years from the Day of the Date thereof, as by the ſame Indentures may appear. Now the Condition of the above written Obligation is ſuch, That if the ſaid *Adam Aſh* the Son ſhall and do from Time to Time, and at all Times during his ſaid Apprenticeſhip, well and truly obſerve, perform, fulfil, and keep all and every the Articles, Covenants, Clauſes and Agreements whatſoever in the ſaid recited Indentures contained, and which on his Part are to be obſerved, performed, fulfilled and kept, and ſhall and do from Time to Time, and at all Times during the ſaid Term be faithful and juſt to the ſaid *Bryan Buſh*, his Executors, Adminiſtrators and Aſſigns, in all his the ſaid *Adam Aſh* the Son's Buyings, Sellings, Accounts, Reckonings, Receipts, Payments, and all other his Doings and Dealings in any wiſe relating to the ſaid Trade or Imployment, or the Affairs or Buſineſs of the ſame; and in all other Matters and Things wherein as an Apprentice or Servant he ſhall or may be imployed by, or concerned for or on the Behalf of the ſaid *Bryan Buſh*, his Executors, Adminiſtrators or Aſſigns; then this preſent Obligation to be void and of none Effect, *&c.*

Recital of the Indenture of Apprenticeſhip.

Condition that the Apprentice ſhall well perform,

and be faithful, *&c.*

Condition of a Bond given by an Executor to the Huſband of his Daughter to pay to her Executor, &c. *a Sum of Money purſuant to private Inſtructions of his Teſtator, in caſe her Aunt do not give or leave her a certain Sum.* N° 17.

WHEREAS the above named *Abel Aſh* did, in and by his laſt Will and Teſtament in Writing by him duly made and publiſhed, conſtitute and appoint the above bounden *Bryan Box* his ſole Executor, and reſiduary Legatee of his perſonal Eſtate. And whereas the ſaid *Bryan Box* ſince the Deceaſe of the ſaid *Abel Aſh* hath duly proved the ſaid Will, and taken upon him the Burden of the Execution thereof. And whereas the ſaid *Abel Aſh* did in and by a certain Inſtrument in Writing give ſeveral Directions and Inſtructions to the ſaid *Bryan Box* his Executor, which he the ſaid *Abel Aſh* did for divers good Reaſons think fit and direct ſhould not be proved in the Eccleſiaſtical Court as Part of his ſaid Will, but be only as private Inſtructions to his ſaid Executor, in whom he wholly confided to perform the ſame; in which ſaid Inſtrument in Writing is contained (among other Things) a Recital and Direction made and given by him the ſaid *Abel Aſh* in the Words, and to the Effect following; that is to ſay, And whereas my Niece *Cecilia Box*, Daughter of my ſaid Executor, doth now live and reſide with the Lady *Dunſtable*, who in all Probability will provide my ſaid Niece with a handſome Maintenance and Fortune; now I do hereby direct, that if the ſaid Lady *Dunſtable* ſhall not in her Lifetime by Gift, or by her laſt Will and Teſtament, after her Death, or otherwiſe give unto my ſaid Niece the full Sum of 6000*l.* for her Portion, that then, and not otherwiſe, my ſaid Executor ſhall within ſix Months after the ſaid Lady *Dunſtable*'s Deceaſe

Recital of the Will,

and Inſtruction,

and ſubſequent Marriage.

Deceaſe pay unto my ſaid Niece the full Sum of 2000*l.* as by the ſaid Inſtrument in Writing, Relation being thereunto had, may appear. And whereas the above named *Edward Eyre*, ſince the Deceaſe of the ſaid *Abel Aſh*, hath intermarried with the ſaid *Cecilia Box*, Daughter of the ſaid *Bryan Box*, but the ſaid Lady *Dunſtable*, (who is yet living) hath not hitherto given to the ſaid *Cecilia* any ſuch Portion or Fortune as aforeſaid.

The Condition.

Now the Condition of this Obligation is ſuch, that if the ſaid Lady *Dunſtable* ſhall not in her Life-time by Gift, or by her laſt Will and Teſtament, after her Death, or otherwiſe, give unto, or for the Uſe and Benefit of the ſaid *Cecilia* her Niece, now Wife of the ſaid *Edward Eyre*, the full Sum of 6000*l.* then if the ſaid *Bryan Box*, his Heirs, Executors and Adminiſtrators, or ſome of them, ſhall and do within the Space of ſix Months after the ſaid Lady *Dunſtable*'s Deceaſe, well and truly pay, or cauſe to be paid unto the ſaid *Cecilia* Wife of the ſaid *Edward Eyre*, her Executors or Adminiſtrators, to and for her and their own Uſe and Benefit, the full Sum of 2000*l.* of lawful Money of *Great Britain*, without Fraud or Delay, according to the true Intent and Meaning of the ſaid private Inſtructions of the ſaid *Abel Aſh* by him in and by his ſaid recited Inſtrument in Writing given to the ſaid *Bryan Box*, his Executor as aforeſaid; then, *&c.*

N° 18. *Condition of a Bond by the intended Huſband to the Lady's Father, to pay her a Yearly Sum, by Quarterly Payments, for her ſeparate Uſe.*

The intended Marriage and Agreement recited.

WHEREAS a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemniſed by and between the above bounden *Arthur Allen* and *Bridget Bond* Spinſter, one of the Daughters of the above named *Charles Bond*. And whereas in conſideration of the ſaid intended Marriage, and the Marriage Portion of the ſaid *Bridget*, the ſaid *Arthur Allen* did agree to enter into a Bond of the above mentioned Penalty, conditioned as herein after is mentioned.

The Condition.

Now therefore the Condition of this Obligation is ſuch, That if the ſaid *Arthur Allen* ſhall and do Yearly and every Year, from and after the Solemnization of the ſaid intended Marriage, and during the Joint-Lives of the ſaid *Arthur Allen* and *Bridget* his intended Wife, pay, or cauſe to be paid unto her the ſaid *Bridget* for her own ſole and ſeparate Uſe and Benefit, the yearly Sum of 200*l.* of lawful Money of *Great Britain*, by four equal Quarterly Payments, the firſt Payment thereof to begin and to be made at the End of three Kalendar Months next after the Solemnization of the ſaid intended Marriage, which ſaid yearly Sum of 200*l.* is to be from Time to Time paid, applied and diſpoſed of for ſuch Uſes and Purpoſes only, and in ſuch Manner only as ſhe the ſaid *Bridget* ſhall think fit and convenient notwithſtanding her Coverture, and without the Controul or Intermeddling of him the ſaid *Arthur Allen* her intended Huſband; then this preſent Obligation to be void and of none Effect, or elſe to be and remain in full Force and Virtue.

N° 19. *Condition of a Bond from an intended Huſband to the Lady's Truſtee, for her ſole Enjoyment and Diſpoſal of the Effects mentioned in a Schedule indorſed.*

Recital of the intended Marriage, and Agreement for this Purpoſe.

WHEREAS a Marriage is intended, by the Grace of God, to be ſhortly had and ſolemniſed between the above bounden *Abel Allen* and *Barbara Bruce* of *Chelſea* in the County of *Middleſex*, Spinſter. And whereas in proſpect and conſideration of the ſaid intended Marriage, it hath been agreed by and between the ſaid *Abel Allen* and the ſaid *Barbara Bruce*, that ſhe the ſaid *Barbara Bruce* ſhall and may from Time to Time, and at all Times after the Solemnization thereof, notwithſtanding her Coverture, have, uſe and enjoy all and every her Plate, Jewels, Rings, Monies, Securities for Money, Goods, Chattels, Houſhold Stuff, and other Things mentioned in the Schedule hereupon indorſed, to and for her own ſole and ſeparate Uſe and Benefit, and give away and diſpoſe of the ſame, and every

or any Part thereof, to any Perſon or Perſons, either in her Life-time, or at her Death, at her Freewill and Pleaſure ſignified by any Note or Writing under her Hand, without the Controul or Intermeddling of the ſaid *Abel Allen* her intended Huſband, it being fully agreed by and between the ſaid *Abel Allen* and *Barbara* his intended Wife, that the ſame, or any Part thereof, ſhould not be ſubject or liable to the Controul, Debts or Engagements of the ſaid *Abel Allen*, but only and ſolely at her own ſole and ſeparate Diſpoſal. Now the Condition of this Obligation is ſuch, That if the ſaid *Abel Allen*, his Executors and Adminiſtrators, and every of them, ſhall and do from Time to Time, and at all Times from and after the Solemnization of the ſaid intended Marriage, permit and ſuffer the ſaid *Barbara* his intended Wife, to have, uſe and enjoy all and every the ſaid Plate, Jewels, Rings, Monies, Securities for Money, Goods, Chattels, Houſhold Stuff and Things in the ſaid Schedule hereupon indorſed mentioned, to and for her own ſole and ſeparate Uſe and Benefit, and to give away and diſpoſe of the ſame, and every or any Part thereof in her Life-time, or at her Death, to any Perſon or Perſons, at her Freewill and Pleaſure ſignified as aforeſaid, and ſhall and do ratify, confirm and allow of ſuch her Gift and Diſpoſal; then this preſent Obligation to be void, or elſe to be and remain in full Force and Virtue.

The Condition.

Condition of a Bond from a Foreman in a Shop (with a Surety) to his Maſters, duly to ſerve and account, &c. and not to exerciſe, or ſerve in the ſame Trade within two Wards (mentioned) in London. No. 20.

WHEREAS the above named *Adam Axtell* and *Bryan Birch* have, at the Inſtance of the above bounden *Cæſar Cobb*, taken him the ſaid *Cæſar Cobb* as their Servant in their Shop, in the Way of their Buſineſs, Trade and Dealing as Linen-Drapers, and have agreed to allow him for his Wages the yearly Sum of 20*l.* for the firſt Year, and to advance 5*l.* for every Year afterwards ſo long as he ſhall continue in their or either of their Service, until his ſaid Wages ſhall amount to the Sum of 40*l.* a Year; and alſo to allow him Meat, Drink, Waſhing and Lodging, during his Continuance in their Service; in conſideration whereof the ſaid *Cæſar Cobb* hath agreed to give Bond, with Sureties, for his faithful Service, and other the Purpoſes herein after expreſſed. Now therefore the Condition of this Obligation is ſuch, That if the ſaid *Cæſar Cobb* ſhall and do in all Things well, truly and faithfully conduct and behave himſelf in his ſaid Service as aforeſaid, and ſhall and do from Time to Time duly give, render and pay to the ſaid *Adam Axtell* and *Bryan Birch*, and each or either of them, their and each or either of their Executors or Adminiſtrators, a true, juſt and fair Account, Payment and Delivery of all Monies, Bills, Bonds and Securities for Money, Goods, Wares, Merchandizes, and other Matters and Things whatſoever belonging or relating to their ſaid Trade, and the Buſineſs thereof, wherewith he ſhall be intruſted, or which he ſhall receive or be concerned in during his Service with the ſaid *Adam Axtell* and *Bryan Birch*, or either of them as aforeſaid, in all Things as becomes an honeſt, juſt and faithful Servant; And alſo in caſe the ſaid *Cæſar Cobb* ſhall quit or leave his ſaid Service, or ſhall be diſcharged therefrom, then if the ſaid *Cæſar Cobb* ſhall not, nor do for ſo long Time as they the ſaid *Adam Axtell* and *Bryan Birch*, or either of them, their or either of their Executors or Adminiſtrators, ſhall carry on their ſaid Trade, ſet up, or otherwiſe trade or deal for himſelf, or in Partnerſhip as a Linen-Draper, or in any Wares, Merchandizes, Goods or other Dealings, wherein the ſaid *Adam Axtell* and *Bryan Birch* do trade or deal, in any Houſe, Shop, Warehouſe, or any other Place or Places whatſoever, ſituate or being within the Wards of *Farringdon intra* and *Farringdon extra* (in the City of *London*) or either of them; And alſo if he the ſaid *Cæſar Cobb* ſhall not, nor do during ſuch Time as aforeſaid, live with, or act as a Servant, Agent or Aſſiſtant to any Perſon or Perſons (other than the ſaid *Adam Axtell* and *Bryan Birch*) who ſhall ſo trade or deal as a Linen-Draper as aforeſaid within the ſame Wards; then this Obligation to be void, or elſe to be and remain in full Force and Virtue.

Recital of their Agreement.

The Condition.

To account, &c.

and not afterwards to exerciſe the ſame Trade within two Wards,

nor to act for any other Perſon there.

No. 21. *Condition of a Bond from two Perſons impowered by Letter of Attorney of a Tradeſman to get in his Eſtate, and to pay duly to him.*

The Power recited.

WHEREAS the above-named *Abel Aſh*, by his Deed-Poll or Writing under his Hand and Seal bearing even Date with the above-written Obligation, hath conſtituted and appointed the above-bounden *Bryan Buſh* and *Charles Carr* his Attorney and Attornies jointly and ſeverally for him the ſaid *Abel Aſh*, and in his Name and to his Uſe, to aſk, demand, ſue for, recover and receive, all ſuch Sum and Sums of Money, Debts and Demands whatſoever which now are, or at *Chriſtmas* now next enſuing ſhall be due and owing to him the ſaid *Abel Aſh* or his Eſtate, from any Perſon or Perſons, or Cuſtomers of him the ſaid *Abel Aſh* in the Way of his late Trade of a Grocer, and to do ſuch other lawful and neceſſary Acts for the Purpoſes aforeſaid, as in ſuch Deed-Poll or Writing are in that Behalf mentioned, as by the ſame Deed-Poll or Writing may appear. Now the Condition of the above-written Obligation is ſuch, That if the ſaid *Bryan Buſh* and *Charles Carr* their Executors or Adminiſtrators, do and ſhall from Time to Time well and truly pay, or cauſe to be paid over unto the ſaid *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, upon Demand, all ſuch Sum and Sums of Money, Debts and Demands, as they the ſaid *Bryan Buſh* and *Charles Carr*, or either of them, ſhall from Time to Time receive by virtue of the ſaid Letter of Attorney or otherwiſe, to the Uſe of the ſaid *Abel Aſh* or his Eſtate, from any Perſon or Perſons whatſoever, Debtors to the ſaid *Abel Aſh* or his Eſtate in the Way of his ſaid late Trade as aforeſaid, without Fraud or Delay; then the above written Obligation to be void, or elſe to be and remain in full Force.

The Condition.

N°. 22. *Condition of a Bond from one to three for Performance of Covenants in a Deed, particularly to pay a Sum of Money by Inſtalments.*

The Condition,

THE Condition of this Obligation is ſuch, That if the above-bounden *Adam Aſk*, his Heirs, Executors or Adminiſtrators ſhall and do well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and every the Covenants, Grants, Articles, Proviſoes, Payments and Agreements whatſoever, which by him and

referring to the Deed,

them, and on his and their Parts and Behalfs, are or ought to be obſerved, performed, fulfilled, accompliſhed, paid and kept, compriſed and mentioned in one Pair of Indentures tripartite, bearing even Date with the Obligation above-written, and made or mentioned to be made between the ſaid *Adam Aſk*, and *Beatrix* his Wife, of the firſt Part, *Charles Carr* of *London* Merchant, of the ſecond Part, and the above-named *David Dell*, *Edward Ent* and *Francis Fell*, of the third Part, in

and particularly to pay Money by Inſtalments at a Place certain.

all Things according to the Purport, true Intent and Meaning of the ſame Indenture, and particularly if the ſaid *Adam Aſk*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *David Dell*, *Edward Ent* and *Francis Fell*, their Executors, Adminiſtrators or Aſſigns, at or in the Chambers of *George Fell*, Eſq; ſituate in *Lincoln's Inn* in the County of *Middleſex*, the full and juſt Sum of 5000 *l.* of lawful Money of *Great Britain*, without any Deduction or Abatement for Taxes or otherwiſe howſoever, in manner following; that is to ſay, The Sum of 500 *l.* Part thereof, on the twenty-fourth Day of *June* next enſuing the Date of the Obligation above written, the Sum of 500 *l.* other Part thereof, on the twenty-ninth Day of *September* then next enſuing, the Sum of 500 *l.* other Part thereof, on the twenty-fifth Day of *December* then next enſuing, and the Sum of 3500 *l.* Reſidue and in full Payment of the ſaid Sum of 5000 *l.* on the twenty-fifth Day of *March* then next enſuing, and which will be in the Year of our Lord 1733, (which ſaid Sum of 5000 *l.* is the ſaid Sum of 5000 *l.* mentioned in a certain Proviſo and Agreement in the ſaid Indentures contained, and therein made payable in manner aforeſaid); then this Obligation to be void and of none effect, or elſe to be and remain in full Force and Virtue.

A Condition

A Condition of a Bond from two Vendors of Land, and their Surety, to pay an Annuity for Life to which the Premiſſes were liable, and to indemnify the Purchaſer. Special Recitals. N° 23.

WHEREAS by Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled in Chancery, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe and Bargain and Sale, and the Releaſe and Bargain and Sale (being both tripartite) bearing even Date with the above-written Obligation, and made or mentioned to be made between the above-bounden *Anne Aſtry* and *Edward Aſtry* and *Leonora* his Wife, of the firſt Part, the above-named *John Jell* of the ſecond Part, and *Mark Moyle* of *London*, Gent. of the third Part, and Fine and Recovery, in the ſame Indenture of Releaſe agreed to be levied and ſuffered, and which have been ſince duly levied and ſuffered accordingly, the ſaid *Anne Aſtry* and *Edward Aſtry* for the Conſideration in the ſame Indentures expreſſed, have abſolutely ſold and conveyed unto and to the Uſe of the ſaid *John Jell*, his Heirs and Aſſigns, a Meſſuage or Tenement and Farm called *Netten* and *Olden*, and divers Lands and Hereditaments in the Pariſhes of *Parrow* and *Quet*, or any of them, in the County of *Devon*, now or late in the Tenure, Poſſeſſion or Occupation of *Richard Rich*, his Aſſigns, Leſſees or Under-tenants, and in the ſame Indenture more particularly mentioned and deſcribed. And whereas by virtue of the laſt Will and Teſtament of *Saul Strut*, late Citizen and Mercer of *London*, deceaſed, the ſaid Meſſuage, Farm, Lands, Hereditaments and Premiſſes, are and ſtand charged with the Payment of one Annuity or yearly Rent of 20 *l.* unto *Tabitha Tall*, now *Tabitha Viner*, Widow and Relict of *Vincent Viner*, deceaſed, for the Term of her natural Life, at *Lady-Day* and *Michaelmas*, by even and equal Portions, with Power to enter and diſtrain for the ſame in caſe of Non-payment thereof. And whereas at the Time of the ſaid recited Sale and Conveyance of the ſaid Meſſuage, Farm, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *John Jell*, his Heirs and Aſſigns as aforeſaid, the ſaid *Anne Aſtry* and *Edward Aſtry* did undertake and agree to and with the ſaid *John Jell*, to pay unto the ſaid *Tabitha Viner* her ſaid Annuity or yearly Rent of 20 *l.* during the Term of her natural Life, and that they the ſaid *Anne Aſtry* and *Edward Aſtry*, together with the ſaid *Henry Aſtry*, ſhould and would become jointly and ſeverally bound unto the ſaid *John Jell* in a Bond of ſufficient Penalty, conditioned for Payment to her the ſaid *Tabitha Aſtry* of the ſame Annuity, or yearly Rent accordingly, and for ſaving harmleſs and indemnifying the ſaid *John Jell*, his Heirs, Executors, Adminiſtrators and Aſſigns, and the ſaid Meſſuage, Farm, Lands, Hereditaments and Premiſſes ſo to him conveyed as aforeſaid, of from and againſt the ſaid Annuity or yearly Rent in manner herein-after in that Behalf mentioned and expreſſed. Now therefore the Condition of the above-written Obligation is ſuch, That if they the ſaid *Anne Aſtry* and *Edward Aſtry*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, ſhall and do from Time to Time, and at all Times hereafter, well and truly pay, or cauſe to be paid unto the ſaid *Tabitha Viner*, her Executors, Adminiſtrators or Aſſigns, the ſaid Annuity or yearly Rent of 20 *l.* as the ſame ſhall from Time to Time become due and payable, and alſo all Arrears now due or hereafter to become due for the ſame Rent, every or any Part thereof, and of and from the Payment of the ſame Annuity, or yearly Rent and Arrears, and every Part thereof, and all Powers and Remedies to be had or taken by Entry, Diſtreſs, Action, Suit or otherwiſe, for Recovery of the ſame Rent and Arrears, every or any Part thereof, ſhall and do from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnify the ſaid *John Jell*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and the ſaid Meſſuage, Farm, Lands, Hereditaments and Premiſſes ſo ſold and conveyed, to and to the Uſe of him, his Heirs and Aſſigns as aforeſaid, and every Part thereof, with their Appurtenances; then the above-written Obligation to be void and of none effect, or elſe to be and remain in full Force and Virtue.

Deeds of Releaſe, and Bargain and Sale;

and Fine and Recovery recited,

whereby two of the Obligors conveyed to the Obligee in Fee a Meſſuage, &c.

A Will recited, whereby the Premiſſes ſtand charged with an Annuity for Life,

and that the Vendors undertook to pay the Annuity, and for that Purpoſe to become bound with the third Obligor,

and to indemnify the Purchaſer.

The Condition to that effect.

N° 24. *A Condition of a Bond from a Vendor of Lands to indemnify the Vendee; there being a Bill pending in Chancery for them at the Time of the Purchaſe.*

Indentures of Bargain and Sale and Releaſe recited, whereby the Obligor and his Truſtees conveyed to the Obligee Manors, &c.

WHEREAS the above bounden *Auſtin Alkin* and his Truſtees, have by Indentures of Bargain and Sale and Releaſe, the Releaſe being tripartite, and bearing even Date herewith, and made or mentioned to be made between the ſaid *Auſtin Alkin* of the firſt Part, *Charles Carr*, Eſq; and *Darby Deal*, Gent. *Edward Edge* and *Felix Fox*, both of *London*, Eſqs; of the ſecond Part, and *Bruen Bing* the Elder, of *London*, Eſq; of the third Part, conveyed unto the ſaid *Bruen Bing*, and his Heirs, divers Manors, Meſſuages, Lands and Tenements, lying and being in the County of *Glouceſter*, late the Eſtate of *Helena Hill*, Widow, in ſuch Indenture of Releaſe more particularly mentioned and deſcribed. And whereas *John Joy* of *Ketten* in the ſaid County of *Glouceſter*, Eſq; did in *Hilary* Term *Anno Domini* 1714, exhibit a Bill in the High Court of Chancery againſt the ſaid *Auſtin Alkin*, pretending ſome Right and Title to the ſaid Manors, Meſſuages, Lands and Tenements ſo conveyed unto the ſaid *Bruen Bing* as aforeſaid, which ſaid Bill is ſtill pending. And whereas the ſaid *Auſtin Alkin* is content to indemnify him the ſaid *Bruen Bing* ſo far as 4000 *l.* will do againſt any Coſts or Damages, that he may ſuſtain or be put unto by reaſon of ſuch Bill ſo pending as aforeſaid. The Condition therefore of this Obligation is ſuch, That if the above bounden *Auſtin Alkin*, his Heirs, Executors or Adminiſtrators, ſhall and do from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the above named *Bruen Bing*, his Heirs and Aſſigns, of, from and againſt all Coſts, Damages and Expences which he, they, or any of them, ſhall or may ſuſtain, or be put unto for or by reaſon of ſuch Bill ſo pending as aforeſaid, or in caſe the ſaid Bill be diſmiſſed; then this preſent Obligation to be void and of none effect, or elſe to be and remain in full Force, Power and Virtue.

A Bill pending in Chancery againſt the Vendor for the Premiſſes recited,

and that the Vendor is willing to indemnify the Vendee.

The Condition for that Purpoſe.

No. 25. *A Husband and Wife having agreed to ſell her Lands, and the Purchaſer being to retain Part of the Purchaſe-Money to ſatisfy an Agreement and Decree in Chancery, the Condition is, that he apply the Money and Intereſt to Payment of Perſons intitled.*

Recital that Huſband and Wife, being ſeiſed in her Right, of a ſixth Part of Lands have agreed to ſell to the Obligee, and the Purchaſer was to retain part of Purchaſe-Money at Intereſt till diſcharged for paying ſuch Sum, purſuant to an Agreement, and Decree in Chancery.

WHEREAS the above named *Andrew Aſton* and *Barbara* his Wife, in the Right of the ſaid *Barbara*, being ſeiſed in Fee of one full ſixth Part, the whole in ſix equal Parts to be divided, of and in divers Meſſuages, Lands, Tenements and Hereditaments in *Condale* and *Dotten*, or one of them, in the County of *Eſſex*, have contracted and agreed with the above bounden *Fulk Foſter* for the Sale thereof, at the Price or Value of 2000 *l.* and have accordingly conveyed the ſame to the ſaid *Fulk Foſter* and his Heirs. And whereas at the Time of ſuch Contract and Conveyance it was agreed by and between the ſaid *Andrew Aſton* and *Fulk Foſter*, that 1200 *l.* Part of the ſaid Sum of 2000 *l.* ſhould remain in the Hands of the ſaid *Fulk Foſter*, at Intereſt after the Rate of 5 *l. per Cent. per Annum*, till he could be legally and effectually diſcharged of the ſame, for anſwering and paying the like Sum of 1200 *l.* chargeable on the ſaid ſixth Part of the ſaid Meſſuages, Lands and Tenements, by virtue of certain Articles of Agreement bearing Date on or about the tenth Day of *May* which was in the Year of our Lord 1695, and an Order or Decree of the High Court of Chancery thereupon made, bearing Date the thirtieth Day of *July* then next following, in a Cauſe there depending between *George Glynne* and *Harriot* his Wife, the ſaid *Andrew Aſton* and *Barbara* his Wife, and others Plaintiffs, and *Joſeph Jenks*, and *Kenelm Keate* Defendants, for the Purpoſes in the ſaid Articles and Decree mentioned concerning the ſame. Now the Condition of this Obligation is ſuch, That if the ſaid *Fulk Foſter*, his Heirs Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid the aforeſaid Sum of 1200 *l.* unto ſuch Perſon or Perſons, and in ſuch Manner, as

The Condition,

to pay as the Court ſhall direct,

the High Court of Chancery ſhall in that Behalf direct or appoint, purſuant to the true Intent and Meaning of the ſaid Articles and Decree thereupon made, ſo as he, his Heirs, Executors and Adminiſtrators, and his and their Eſtates, may be legally and effectually diſcharged thereof; and alſo ſhall and do in the mean time, and until Payment of the ſaid Sum of 1200 *l.* in manner aforeſaid, pay and allow Intereſt for the ſame after the Rate of 5 *l. per Cent. per Annum*, by equal Half-yearly Payments, unto ſuch Perſon or Perſons as ſhall be intitled thereto by and under the ſaid Articles and Decree; then this preſent Obligation to be void, or elſe to be and remain in full Force and Virtue.

and Intereſt in the mean time, to Perſons intitled.

Condition of a Bond by a Purchaſer of Lands to the Vendor, to pay Part of the Purchaſe-Money left in the Obligor's Hands, and Intereſt to different Perſons on different Events. No. 26.

WHEREAS *Clara Ball* deceaſed, Mother of the above-named *Bryan Ball*, did in and by her laſt Will and Teſtament bearing Date the fourth Day of *July* which was in the Year of our Lord 1704, give unto *Delia* her natural Daughter the Sum of 2000 *l.* to be paid to her at her Age of twenty-one Years, or Day of Marriage, which ſhould firſt happen; and Wills, that ſuch Part of the Profits of her Eſtate, Lands and Tenements, as her Executors ſhould think ſuitable and convenient, be imployed towards her Education and Maintenance, till the Time appointed for Payment of her ſaid Legacy; and alſo Wills, that the ſaid Legacy ſhould be charged on her Lands, if her perſonal Eſtate would not extend to pay the ſame. And by a Codicil annexed to her ſaid Will ſhe did order that the 2000 *l.* therein left to her ſaid Daughter *Delia* ſhould not be raiſed or paid if ſhe ſhould die before twenty-one Years of Age, or Day of Marriage, but ſhould ſink into the real Eſtate. And whereas the ſaid Executors, with the Approbation of the ſaid *Bryan Ball*, have thought fit to allow to the ſaid *Delia* the yearly Sum of 30 *l.* for her Education and Maintenance. And whereas the ſaid bounden *Arthur Aſh* hath bought and purchaſed of the ſaid *Bryan Ball* all and every his Meſſuages, Lands, Tenements and Hereditaments in the Pariſhes of *Etten* and *Fond*, and elſewhere, in the County of *Glamorgan*, for the Sum of 5000 *l.* being Parcel of the Lands and Tenements late of the ſaid *Clara Ball*, and chargeable with the ſaid Sum af 2000 *l.* Portion, and 30 *l. per Annum* Maintenance to the ſaid *Delia* as aforeſaid. And whereas 3000 *l.* Part of the ſaid 5000 *l.* Purchaſe-Money have been paid by the ſaid *Arthur Aſh* to the ſaid *Bryan Ball* upon his executing the Conveyance of the Premiſſes but the other 2000 *l.* Reſidue of the ſaid 5000 *l.* Purchaſe-money was not paid, but are by Agreement between the ſaid *Arthur Aſh* and *Bryan Ball* to remain in the Hands of the ſaid *Arthur Aſh* as a Charge on the ſaid Meſſuages, Lands and Tenements ſo purchaſed as aforeſaid; and alſo on Security of his own Bond at Intereſt after the Rate of 4 *l. per Cent. per Annum*, until the ſaid *Delia* ſhould attain the Age of twenty-one Years, or be married or die, which ſhould firſt happen. Now the Condition of this Obligation is ſuch, That if the ſaid *Arthur Aſh*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Delia*, when and in caſe ſhe ſhall attain her Age of twenty-one Years, or be married; or in caſe of her Death before her Age or Marriage, to the ſaid *Bryan Ball*, his Executors or Adminiſtrators, the ſaid 2000 *l.* Reſidue of the ſaid Sum of 5000 *l.* and alſo ſhall and do in the mean time pay Intereſt for the ſame 2000 *l.* after the Rate of 4 *l. per Cent. per Annum*, amounting to the yearly Sum of 80 *l.* in manner following, *viz.* 50 *l. per Annum*, Part thereof, by equal Half-yearly Payments unto the ſaid *Bryan Ball*, his Executors and Adminiſtrators, and 30 *l. per Annum*, Reſidue thereof, to the ſaid *Delia* by like Half-yearly Payments. And alſo if the ſaid *Arthur Aſh*, his Heirs, Executors or Adminiſtrators, ſhall and do in the mean time, and until the ſaid Sum of 2000 *l.* ſhall be paid in manner aforeſaid, ſave, defend, keep harmleſs and indemnified all and every other the Lands, Tenements and Hereditaments of the ſaid *Bryan Ball*, chargeable with the ſaid Legacy of 2000 *l.* and Maintenance of 30 *l. per Annum*, of and from the ſame, and every Part thereof; then this preſent Obligation to be void, or elſe to be and remain in full Force and Virtue.

The Will and Codicil of the Mother of the Obligee recited, whereby ſhe gives (charged on her Lands) a Sum to a natural Daughter, payable at twenty-one Years, or Marriage, and Maintenance and Education, the Principal not to be raiſed in caſe of Death ſooner, and that an Allowance has been made of the Obligee by Conſent, and that the Obligor has purchaſed of the Obligee the Lands, and that the Money is retained by the Obligor, by Agreement, at Intereſt.

The Condition, that the Purchaſer ſhall pay the ſame on the different Events, and Intereſt,

and to indemnify the Vendor.

No. 27. *One Coheir to an Uncle's Eſtate having purchaſed from the other a Moiety thereof, the Purchaſer becomes bound to the Vendor to indemnify him againſt the Uncle's Debts,* &c.

Articles recited, whereby the Obligee covenanted to convey to the Obligor a Moiety of Lands, which formerly belonged to the Uncle of them both, and the Obligor covenanted to indemnify the Obligee againſt their Uncle's Debts, &c.

WHEREAS by certain Articles of Agreement, bearing even Date with the Obligation above-written, the above-named Sir *Bennet Brown* did (among other Things therein mentioned) covenant and agree to convey his Moiety, Part and Share of and in certain Lands, Meadow and Paſture Grounds now or heretofore called *Enfield*, in the Pariſhes of *Fixley* and *Grenos*, or one of them, in the County of *Middleſex*, containing fifty Acres more or leſs (formerly the Eſtate of *John Jones* deceaſed, late Uncle of the ſaid Sir *Bennet Brown* and *Adam Archer*) and of and in all Meſſuages, Erections and Buildings thereupon, or upon any Part thereof erected or built, unto the ſaid *Adam Archer*, his Heirs and Aſſigns; in conſideration whereof the ſaid *Adam Archer* did at the ſame time agree to indemnify and keep harmleſs the ſaid Sir *Benedict Brown*, his Heirs, Executors and Adminiſtrators, and his and their Lands and Tenements, Goods and Chattels, of, from and againſt all and every the Debts and Engagements of the ſaid *John Jones* yet ſtanding out and unſatisfied, and of, from and againſt all Actions, Suits, Loſs, Coſts, Charges, Damages and Expences, for and by reaſon or means of the ſame. Now therefore the Condition of this Obligation is ſuch, That if the ſaid *Adam Archer*, his Heirs, Executors and Adminiſtrators, or any of them, ſhall and do from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid Sir *Benedict Brown*, his Heirs, Executors and Adminiſtrators, and his and their Lands and Tenements, Goods and Chattels, of, from and againſt all and every the Debts and Engagements of the ſaid *John Jones* yet ſtanding out and unſatiſfied, and of, from and againſt all Actions and Suits, either in Law or Equity, Loſs, Coſts, Charges, Damages and Expences, for or by reaſon or means of the ſame or any of them; then this preſent Obligation to be void, or elſe to be and remain in full Force and Virtue.

The Condition for that Purpoſe.

No. 28. *Condition of a Bond by a Mother-in-law to her Son-in-law, to indemnify him concerning a Sum of Money left in the Hands of his Wife, upon a Purchaſe made by her before their Intermarriage, upon Circumſtances in the Margin.*

Recital of a Purchaſe made by the Wife of the Obligee when ſhe was Sole,

WHEREAS Dame *Cecilia Bing* (now Wife of the above-named Sir *Bernard Bing*) whilſt a Widow and unmarried, did, in or about the Month of *December* in the Year of our Lord 1721, purchaſe to her and her Heirs of and from *David Dent*, Gent. and *Eve* his Wife, or one of them, a Meſſuage or Tenement, and Farm, and divers Lands and Hereditaments with their Appurtenances, in *Foxend* in the County of *Glouceſter*. And whereas the Sum of 2000 *l.* (Part of the Monies agreed to be paid by the ſaid Dame *Cecilia Bing* for the Purchaſe of the Premiſſes) was by Agreement between her and the ſaid *David Dent* and *Eve* his Wife, left in the Hands of her the ſaid Dame *Cecilia Bing* at Intereſt, after the Rate of 4 *l. per Cent. per Annum*, ſubject nevertheleſs to Deductions for and on account of any Incumbrances that might affect the Premiſſes, and particularly the Dower of *Helena Dent* Widow, Mother of the ſaid *David Dent*, in the Premiſſes; and it was further agreed, that afterwards the ſaid 2000 *l.* or ſo much thereof as ſhould remain after the ſaid Incumbrances ſhould be diſcharged and deducted as aforeſaid, ſhould be laid out and inveſted in a Purchaſe of Lands to be conveyed to the Uſe of the ſaid *David Dent* for Life, and after his Death to the uſe of the ſaid *Eve* for her Life for her Jointure, and after her Deceaſe to the Iſſue of the Body of the ſaid *David Dent* by the ſaid *Eve*, in ſuch Manner as ſhould be mutually agreed by and between the ſaid *David Dent* and *Eve* his Wife, and *Joſeph Jell* and *Kenrick Kelly*, (two Perſons nominated Truſtees for that Purpoſe by the ſaid *David Dent* and *Eve* his Wife, or one of them); and for Default of ſuch Iſſue, to the Uſe of the right Heirs of the ſaid *David Dent*; and that until ſuch Purchaſe ſhould be made the

and that Part of the Money was agreed to be left in her Hands at Intereſt, and to indemnify againſt Dower of the Vendor's Mother, &c.

and then to be inveſted in a Purchaſe to the Uſe of the Vendor for Life, with Remainders, and in the mean time the Intereſt to go to Perſons intitled,

Intereſt

Intereſt of the ſaid Sum of 2000 *l.* or ſo much thereof as ſhould remain after ſuch Deductions as aforeſaid, ſhould go and be paid to ſuch Perſon or Perſons as would be intitled to the Lands ſo intended to be purchaſed and ſettled, in caſe the ſame were purchaſed and ſettled as aforeſaid. And whereas in purſuance of the ſaid recited Agreement the ſaid Sum of 2000 *l.* was accordingly left in the Hands of the ſaid Dame *Cecilia Bing*, and by one Bond or Obligation bearing Date on or about the fourteenth Day of *April* 1722, the ſaid Dame *Cecilia Bing* did become bound to the ſaid *John Jell* and *Kenrick Kelly* in the penal Sum of 4000 *l.* conditioned to be void, if ſhe, her Heirs, Executors or Adminiſtrators ſhould, within the Space of ſix Months next after ſuch Notice given to her or them, as was therein for that Purpoſe mentioned, pay unto the ſaid *John Jell* and *Kenrick Kelly*, their Executors or Adminiſtrators, in Truſt for the Uſes and Purpoſes aforeſaid, the ſaid Sum of 2000 *l.* with ſuch Intereſt for the ſame as aforeſaid, deducting and retaining out of the ſame ſo much as ſhould be ſufficient to diſcharge ſuch Incumbrances and Dower as aforeſaid, as by the ſaid recited Bond or Obligation, and Condition there under written, Relation being thereunto had, may appear. And whereas the Sum of 1000 *l.* (Part of the ſaid Sum of 2000 *l.*) or thereabouts, hath been ſince paid and applied by the ſaid Dame *Cecilia Bing* in paying off Incumbrances upon the Premiſſes, and in buying in the Right and Title of Dower of the ſaid *Helena Dent* in and to the Premiſſes, ſo that there now remains due upon the ſaid recited Bond or Obligation only the Sum of 1000 *l.* principal Money or thereabouts. And whereas the ſaid Sir *Bernard Bing* hath intermarried with the ſaid Dame *Cecilia Bing* ſince her entring into the ſaid recited Bond as aforeſaid. And whereas upon the Marriage lately had and ſolemniſed between *Lewis Lane*, Eſq; and *Mary* his now Wife, ſole Daughter of the ſaid Dame *Cecilia Bing*, the ſaid Meſſuage, Farm, Lands and Hereditaments, and Premiſſes (together with other Manors, Meſſuages, Lands and Hereditaments, the Eſtate of the ſaid Dame *Cecilia Bing*, and of her the ſaid *Mary*, or one of them) were by Indenture quadrupartite, dated the tenth Day of this Inſtant Month of *July*, ſettled, conveyed and limited to ſuch Uſes as are and were therein expreſſed. And whereas previous to the ſaid laſt mention Marriage and Settlement the above-bounden *Agnes Aſh* (Mother of the ſaid Dame *Cecilia Bing*, and Truſtee for her on her Marriage with the ſaid Sir *Bernard Bing*) did promiſe and undertake to pay the ſaid Sum of 1000 *l.* remaining due upon the ſaid recited Bond as aforeſaid, or ſo much of the ſaid Sum of 2000 *l.* as is yet unpaid, together with all Intereſt due or to grow due for the ſame, or any Part thereof, as and when the ſame ſhall become payable for the Uſes and Purpoſes aforeſaid, according to the Condition of the ſame Bond, and thereof and therefrom to ſave, keep harmleſs and indemnified the ſaid Sir *Bernard Bing*, his Heirs, Executors and Adminiſtrators, Lands and Tenements, Goods and Chattels, and the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes ſo ſettled as aforeſaid. Now the Condition of this Obligation is ſuch, That if the ſaid *Agnes Aſh*, her Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid the ſaid Sum of 1000 *l.* ſo remaining due as aforeſaid, or ſo much of the ſaid Sum of 2000 *l.* as is yet unpaid, together with all Intereſt due or to grow due for the ſame, or any Part thereof, as and when the ſame ſhall become payable, for the Uſes and Purpoſes aforeſaid, according to the Condition of the ſaid recited Bond, and thereof and therefrom, and of and from all Coſts and Charges on account thereof ſhall and do ſave, defend, keep harmleſs and indemnified the ſaid Sir *Bernard Bing*, his Heirs, Executors and Adminiſtrators, and every of them, and his and their Lands and Tenements, Goods and Chattels, and the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes, ſo ſettled as aforeſaid, then; *&c.*

and that ſuch Part was left accordingly, and the Purchaſer became bound to Truſtees;

and that ſome of this Depoſite has been ſince applied to pay off Incumbrances, *&c.* and a certain Sum remains due,

and that upon the Marriage of the Purchaſer's Daughter the purchaſed Lands were ſettled,

and that previous to this Marriage the Purchaſer's Mother undertook to pay the remaining Sum with Intereſt,

and to indemnify the Purchaſer's Huſband, the Obligee.

The Condition for that purpoſe.

Condition

N° 29. *Conditian of a Bond by a Vendor of Lands, to the Purchaſer, to repay the Purchaſe-Money if the Purchaſer retracts within a limited Time.*

Recital of an Agreement for a Purchaſe,

WHEREAS the above named *Benedict Bell* hath lately contracted and agreed with the above bounden *Amos Aſtry* for the Purchaſe of one Moiety of the Manors of *Conhall* and *Dyle*, and divers other Lands, Tenements and Hereditaments in *Egar*, *Fitchin* and *Gore*, or ſome of them, in the County of *Hertford*, for the Sum of 8000*l.* of lawful Money of *Great Britain*, which ſaid Hereditaments and Premiſſes, are by Indentures of Leaſe and Releaſe, and Bargain and Sale, intended to be inrolled, the Leaſe bearing Date the Day before the Day of the Date of the Releaſe, and the Releaſe and Bargain and Sale bearing even Date with the Obligation above written, and made or mentioned to be made between the ſaid *Amos Aſtry* and *Joan* his Wife, of the one Part, and the ſaid *Benedict Bell* and *Kenelm Kent*, of the other Part, conveyed or mentioned or intended to be conveyed unto and to the Uſe of the ſaid *Benedict Bell* and *Kenelm Kent*, and the Heirs and Aſſigns of the ſaid *Benedict Bell*, in Truſt, as to the Eſtate of the ſaid *Kenelm Kent*, for the ſaid *Benedict Bell*, his Heirs and Aſſigns. And whereas as well at the Time of ſuch Contract as of ſuch Conveyance as aforeſaid, it was agreed between the ſaid *Amos Aſtry* and *Benedict Bell*, that in caſe at any Time within the Space of one Year and a Half next enſuing the Date of the ſaid Releaſe and Bargain and Sale, he the ſaid *Benedict Bell*, or his Heirs, ſhould diſlike or diſapprove of the ſaid Purchaſe ſo made as aforeſaid, for any Cauſe whatſoever, and of ſuch his Diſlike ſhould give or leave Notice in Writing, to or for the ſaid *Amos Aſtry*, or his Heirs, at his or their then Dwelling-Houſe or Place of Abode, and thereupon at the End of three Kalendar Months next after ſuch Notice offer to make a Reconveyance of the Premiſſes to the ſaid *Amos Aſtry* and his Heirs, or as he or they ſhould direct on his or their Repayment of the aforeſaid Sum of 8000*l.* unto the ſaid *Benedict Bell*, his Heirs, Executors or Adminiſtrators, at the Time of ſuch Reconveyance; then and in ſuch caſe he the ſaid *Amos Aſtry*, or his Heirs, ſhould and would accept of ſuch Reconveyance, and thereupon repay unto the ſaid *Benedict Bell*, his Heirs, Executors or Adminiſtrators, the ſaid Sum of 8000*l.* but without any Intereſt for the ſame in the mean time (it being agreed, that the Rents and Profits of the Premiſſes, which ſhall accrue or grow due to the ſaid *Benedict Bell* until the Time of ſuch Reconveyance, ſhall be accepted and taken by him in lieu of Intereſt). And it was further agreed between the ſaid *Amos Aſtry* and *Benedict Bell*, that the ſaid *Amos Aſtry* ſhould enter into one Bond or Obligation of the Penalty of 2000*l.* to the ſaid *Benedict Bell*, for making good the ſaid Agreement on the Part and Behalf of the ſaid *Amos Aſtry*, his Heirs, Executors or Adminiſtrators, to be done and performed. Now therefore the Condition of this Obligation is ſuch, That if the ſaid *Amos Aſtry*, his Heirs, Executors or Adminiſtrators, ſhall and do, at the End of three Kalendar Months next after ſuch Notice in Writing given, or left by the ſaid *Benedict Bell* or his Heirs, of his or their Diſlike of the aforeſaid Purchaſe and Tender of ſuch Reconveyance as aforeſaid, accept the ſame, and thereupon repay unto the ſaid *Benedict Bell*, his Heirs, Executors or Adminiſtrators, the aforeſaid Sum of 8000*l.* but without Intereſt in the mean Time for the Cauſe aforeſaid; then, *&c.*

and of a Conveyance purſuant thereto made by the Obligor and his Wife to the Obligee and a Truſtee,

and of an Agreement that the Purchaſer might retract and reconvey within a certain Time and be repaid the Purchaſe-Money.

and that the Vendor ſhould enter into Bond for that Purpoſe.

The Condition to that Effect.

No. 30. *Condition of a Bond by a Mortgagor to a Perſon who was bound to the Mortgagee for the due Payment of the Intereſt.*

A Mortgage in Fee made by the Obligor recited,

WHEREAS by Indenture of Leaſe and Releaſe, the Leaſe bearing Date the Day before, and the Releaſe bearing even Date with the Obligation above written, and made or mentioned to be made between the above bounden Sir *Arthur Aſton* of the one Part, and *Charles Coe* of *Drant* in the County of *Eſſex*, Eſq; of the other Part, divers Manors, Meſſuages, Lands, Tenements, Rents, Tithes and Hereditaments of him the ſaid Sir *Arthur Aſton* in the County of *Flint*, were made

a Security by way of Mortgage to the ſaid *Charles Coe*, for the Repayment to him, his Executors, Adminiſtrators or Aſſigns, at the Days, Times and Place in the ſame Releaſe mentioned of the Sum of 2000*l.* principal Money, by him the ſaid *Charles Coe* advanced and paid to the ſaid Sir *Arthur Aſton*, together with Intereſt for the ſame, at the Rate of 5*l. per. Cent.* in the mean time, and until Payment thereof. And whereas before the Sealing and Executing the ſaid Indentures, and advancing the ſaid Sum of 2000*l.* the above named *Beatrix Ball* did in and by one Bond or Obligation bearing even Date with the Obligation above written, become bound unto the ſaid *Charles Coe* in the penal Sum of 600*l.* of lawful Money of *Great Britain*, upon Condition, that if the ſaid Sir *Arthur Aſton*, his Heirs, Executors and Adminiſtrators, or any of them, did and ſhould ſo long as the ſaid principal Sum of 2000*l.* ſhould remain due to the ſaid *Charles Coe*, his Executors, Adminiſtrators or Aſſigns, and until the ſame ſhould be paid off and diſcharged, well and truly pay, or cauſe to be paid unto the ſaid *Charles Coe*, his Executors, Adminiſtrators or Aſſigns, Intereſt at the Rate aforeſaid for the ſaid 2000*l.* Half-yearly, at the Days, Times and Place in the ſaid Indenture of Releaſe in that Behalf mentioned, or in default thereof, if the ſaid *Beatrix Ball*, her Heirs, Executors or Adminiſtrators, or any of them, did and ſhould pay the ſame Intereſt in Manner aforeſaid, then the ſaid recited Obligation to be void: Now therefore the Condition of this preſent Obligation is ſuch, That if the ſaid Sir *Arthur Aſton*, his Heirs, Executors and Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *Charles Coe*, his Executors, Adminiſtrators or Aſſigns, the Intereſt of the ſaid 2000*l.* in Manner aforeſaid; and alſo do and ſhall from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified, the ſaid *Beatrix Ball*, her Heirs, Executors and Adminiſtrators, and every of them, and her, their and every of their Lands and Tenements, Goods and Chattels of, from and againſt the ſaid recited Bond or Obligation ſo entred into by the ſaid *Beatrix Ball* to the ſaid *Charles Coe* as aforeſaid, and of, from and againſt all Sum and Sums of Money, Loſſes, Coſts, Charges, Damages and Expences whatſoever, which ſhe, they, or any of them, ſhall pay, ſuſtain, or be put unto, for or on Account thereof; then this preſent Obligation to be void and of none Effect, or elſe to be and remain in full Force and Virtue.

and that the Obligee became bound to the Mortgagee by way of collateral Security for the Intereſt.

The Condition, to indemnify the Obligee.

Condition of a Bond by the Grantors of Fee-Farm Rents to indemnify againſt the Claim of future Children of one of the Obligors under Colour of their Grand-Father's Will. N° 31.

WHEREAS by Indenture bearing even Date with the above written Obligation, and made or mentioned to be made between *Alice Archer* of *Bidford* in the County of *Cornwall* Widow, *Diana Due* Spinſter, one of the Daughters of the above bounden *Diana Due*, *Edmund Ellis* of *Bidford* aforeſaid Draper, and *Flora* his Wife, the other of the Daughters of the ſaid *Diana Due* the Mother, of the firſt Part, the above named *Guy Gill*, and the above bounden *Hugh Hulſe*, of the ſecond Part, and *John Joy* Citizen and Haberdaſher of *London*, and *Kenrick Joy* and *Luke Joy* Sons of the ſaid *John Joy*, of the third Part, divers Fee-Farms or other Rents, or yearly Sums, in all amounting to the yearly Sum of 100*l.* are in conſideration of the Sum of 2000*l.* of lawful Money, *&c.* ſettled, conveyed and aſſured unto and upon ſuch Perſons, and to and for ſuch Uſes, Intents and Purpoſes as are therein mentioned, expreſſed and declared. And whereas by the laſt Will and Teſtament of *Mark Archer*, late of *Bidford* aforeſaid, Gent. deceaſed, Father of the above bounden *Diana Due*, the ſaid Rents or yearly Sum are given and deviſed, after the Deceaſe of the ſaid *Alice Archer*, unto all and every the Child and Children of the Body of the ſaid *Diana Due* his Daughter, begotten or to be begotten (except his Grandſon *Nahum Due*) and the Heirs of their Bodies (except as aforeſaid) with divers Remainders over, by virtue of which Limitations the ſaid *Diana Due* the Daughter, and *Flora* the Wife of the ſaid *Edmund Ellis*, became ſeiſed of, or intitled to the ſaid Rents or yearly Sums to them and the Heirs of their Bodies in Tail; which ſaid Eſtate-Tail, and all Remainders thereupon expectant, have been ſince barred by common Recovery; but upon the

Recital of a Settlement of Fee-Farm Rents, *&c.*

and of a Will of the Father of one of the Obligors limiting the Rents in Tail.

which has been barred by a common Recovery,

but that a Doubt may arise upon the Will,

and that it was therefore agreed to give Security against such Claim.

The Condition for that Purpose.

Words of the said Will some Doubt may arise, whether in case the said *Diana Due* the Mother should marry again, and have any other Child or Children, such Child or Children may not be intitled, or claim a Share or Shares with the said *Diana* and *Alice* the Daughters, of and in the said Rent and Premisses; and therefore it was agreed at and before the Execution of the said recited Indentures, and in consideration of the Purchase thereby made, that Security should be given by the said *Diana Due* the Mother and the said *Hugh Hulse*, against all such Claim and Pretence: Now the Condition of this Obligation is such, That if the said above bounden *Diana Due* and *Hugh Hulse*, or either of them, their or either of their Heirs, Executors or Administrators, shall and do from Time to Time, and at all Times hereafter, save, defend, keep harmless and indemnified, all and every Person and Persons claiming, or to claim the said Rents and Premisses, by virtue of or under all or any the Uses or Limitations in the said recited Indenture limited, expressed or declared, of, from and against the Share or Shares, Right, Interest, Claim, Pretence or Demand of all and every, or any the Child or Children which the said *Diana Due* the Mother shall hereafter have by any other Husband, and of, from and against all Actions, Suits, Loss, Charges, Damages and Expences, for or on account of the same, or by reason or means thereof; then, *&c.*

N° 32. *Condition of a Bond to indemnify one of the Obligors in the Bond next preceding.*

Recital of the Obligee's being bound upon Condition next preceding.

WHEREAS the above named *Hugh Hulse* did, at the special Instance and Request of the above bounden *Alice Archer* and *Diana Due* become bound with the said *Diana Due* to *Guy Gill* of *London*, Gent. in one Bond or Obligation of the Penalty of 2000*l.* bearing even Date with the Obligation above written, conditioned for saving harmless and indemnifying all and every Person and Persons claiming, or to claim the Rents and Premisses therein mentioned, under all or any the Uses or Limitations in the Indenture therein recited, limited or expressed, from and against the Share or Shares, Right, Interest, Claim, Pretence or Demand of all and every, or any the Child or Children which the said *Diana Due* should have by any other Husband, and from and against all other such Damages and Expences on account thereof, as by the said recited Obligation and Condition, Relation being thereunto had, it doth and may more at large appear: Now the Condition of this

The Condition to indemnify him.

Obligation is such, that if the said *Alice Archer* and *Diana Due*, or either of them, their or either of their Heirs, Executors or Administrators, shall and do at all Times hereafter save, defend, keep harmless and indemnified the said *Hugh Hulse*, his Heirs, Executors and Administrators, and his and their Lands and Tenements, Goods and Chattels, of and from all Actions, Suits, Loss, Costs, Damages and Expences, which he, they, or any of them, shall be put unto or sustain, or be engaged in, for or by reason or means of the said recited Obligation, or his being bound therein, or for or on account of any Breach of the Condition thereof; then this present Obligation to be void and of none Effect, or else to be and remain in full Force and Virtue.

N° 33. *Condition of a Bond to pay a Person a Sum of Money, if living with the Obligor at the Time of her Decease.*

The Condition.

THE Condition of this Obligation is such, That in case the above named *Blanch Bray* shall be living with the above bounden *Anne Ash* as her Servant at the Time of the Decease of the said *Anne Ash*, then and in such case, if the Heirs, Executors or Administrators of the said *Anne Ash* shall and do well and truly pay, or cause to be paid unto the said *Blanch Bray*, her Executors or Administrators, the full and just Sum of 100*l.* of lawful Money of *Great Britain*, within the Space of three Kalendar Months next after the Decease of the said *Anne Ash*, over and above what the said *Anne Ash* shall give her by her Will; or in case the said *Blanch Bray* shall not be living with the said *Anne Ash* as her Servant at the Time of the Decease of the said *Anne Ash*; then and in either of the said Cases

this preſent Obligation ſhall be void and of none Effect, or elſe to be and remain in full Force and Virtue.

Condition of a Bond made by an intended Huſband to the Woman's Father, to pay her Pin-Money. N° 34.

WHEREAS a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemniſed by and between the above bounden *Auſtin Alkin* and *Eſther Brown* Spinſter, one of the Daughters of the above named *Bruen Brown*. And whereas in conſideration of the ſaid intended Marriage, and of the Marriage Portion of the ſaid *Eſther Brown*, the ſaid *Auſtin Alkin* did agree to enter into a Bond of the above mentioned Penalty, conditioned as herein after is mentioned; Now the Condition of this Obligation is ſuch, That if the ſaid *Auſtin Alkin* ſhall and do yearly, and every Year from and after the Solemnization of the ſaid intended Marriage, and during the Joint-Lives of him the ſaid *Auſtin Alkin* and the ſaid *Eſther* his intended Wife, pay, or cauſe to be paid unto her the ſaid *Eſther*, or to ſuch Perſon or Perſons as ſhe by Writing under her Hand ſhall from Time to Time direct or appoint, for her own ſole and ſeparate Uſe and Benefit, the yearly Sum of 60*l.* of lawful Money of *Great Britain*, by four equal Quarterly Payments, the firſt Payment thereof to begin and to be made at the End of three Kalendar Months next after the Solemnization of the ſaid intended Marriage (which ſaid yearly Sum of 60*l.* is to be from Time to Time paid, applied and diſpoſed of for ſuch Uſes and Purpoſes only, and in ſuch Manner only as ſhe the ſaid *Eſther* ſhall think fit and convenient, notwithſtanding her Coverture, and without the Controul or Intermeddling of him the ſaid *Auſtin Alkin* her intended Huſband, or being ſubject to his Debts or Engagements); then this preſent Obligation to be void and of none Effect, or elſe to be and remain in full Force and Virtue.

The intended Marriage recited, and the Agreement to enter into Bond.

The Condition (during the Joint-Lives of Huſband and Wife) duly to pay quarterly, &c.

Condition of a Bond from a Vendor to a Purchaſer of Lands to produce or obtain a Releaſe of a Sum of Money charged upon the ſame. The Money being alledged to be paid, but the Receipt miſlaid. N° 35.

WHEREAS the above named *Delia Dent* hath lately bought and purchaſed of and from the above bounden *Adam Aſtry* all the Meſſuages or Tenements, Farms, Mills, Lands and Hereditaments of him the ſaid *Adam Aſtry* in *Grenock* and *Hennon*, or either of them, or elſewhere, in the County of *Kent*, for the Sum or Price of 18000*l.* of lawful Money of *Great Britain*, in conſideration whereof the ſaid Meſſuages or Tenements, Farms, Mills, Lands and Hereditaments, with the Appurtenances, by Indentures of Leaſe and Releaſe, and Bargain and Sale to be inrolled in Chancery, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe and Bargain and Sale bearing even Date with the Obligation above written, and made or mentioned to be made between the ſaid *Adam Aſtry* (Nephew and Heir, and alſo Deviſee named in the laſt Will and Teſtament of *Lionel Love*, late of *Marran* in the County of *Norfolk*, Eſq; and *Olivia* Wife of the ſaid *Adam Aſtry* of the one Part, and the ſaid *Delia Dent* of the other Part, and by Fine in the ſame Indenture of Releaſe covenanted to be levied, are conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto, and to the Uſe of the ſaid *Delia Dent*, her Heirs and Aſſigns for ever. And whereas the ſame Meſſuages or Tenements, Farms, Mills, Lands and Heraditaments, or ſome Part thereof, were by virtue of the Will of *Priſcilla Love*, late Wife of the ſaid *Lionel Love*, charged with, and ſubjected to the Payment *(inter alia)* of the Sum of 2000*l.* unto *Ruth Rich* Spinſter, one of the Nieces of the ſaid *Priſcilla Love*, which ſaid Sum of 2000*l.* the ſaid *Adam Aſtry*, alledgeth he hath ſince paid to the ſaid *Ruth Rich*, but the Receipt or Diſcharge for the ſame being miſlaid, or not to be come at, cannot at preſent be produced: Now the Condition of this Obligation is ſuch, That if the ſaid *Adam Aſtry*, his Executors or Adminiſtrators, ſhall and do within the Space of three Months next enſuing the Date of the Obligation above written, produce or procure from the ſaid *Ruth Roll*, her

Recital of the Purchaſe.

and Deeds of Conveyance,

and of the Will, charging the Lands with a Sum which the Vendor alledges he has paid but has miſlaid, &c.

The Condition, to produce or procure a Diſcharge within a certain Time, &c.

her Executors or Adminiſtrators, a legal and effectual Releaſe and Diſcharge for the ſaid Sum of 2000*l.* and all Intereſt for the ſame, ſo as that the ſame or any Part thereof may not affect, or be a Charge, upon the ſaid purchaſed Premiſſes, or any Part thereof, and alſo ſhall and do within the ſame Space deliver, or cauſe to be delivered ſuch Releaſe and Diſcharge unto the ſaid *Delia Dent*, her Heirs or Aſſigns, and ſhall and do in the mean Time ſave, defend, keep harmleſs and indemnified, the ſaid *Delia Dent*, her Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and the ſaid purchaſed Premiſſes, and every Part thereof, of and from the Payment of the ſaid Sum of 2000*l.* and Intereſt, every or any Part thereof, of and from all Coſts, Charges, Damages and Expences, which ſhe, they or any of them, ſhall or may ſuſtain, expend, or be put unto, for or by reaſon, or on account of the Non-Payment thereof, or any Part thereof, or otherwiſe relating thereunto; then, *&c.*

N° 36. *Condition of a Bond from the Vendor of an Advowſon, and Sureties, to the Purchaſer, for quiet Enjoyment.*

The Purchaſe, WHEREAS the above named *Henry Hill* hath lately bought and purchaſed to him and his Heirs of and from the above bounden *Abel Aſh*, the perpetual Advowſon, Right of Patronage and Preſentation of, in and to the Rectory and Pariſh Church of *Irrand* and *Ketten* thereto united in the County of *Cambridge*, with the Appurtenances, for the Sum or Price of 600*l.* of lawful Money of *Great Britain*, and accordingly the ſaid Advowſon and Premiſſes are by Indenture bearing even Date herewith between the ſaid *Abel Aſh* of the one Part, and the ſaid *Henry Hill* of the other Part, granted and conveyed, or mentioned to be granted and conveyed unto, and to the Uſe of the ſaid *Henry Hill*, his Heirs and Aſſigns, as by the ſame Indenture, Relation being thereunto had, may appear: Now the Condition of this Obligation is ſuch, That if the ſaid *Henry Hill*, his Heirs and Aſſigns, ſhall and do from Time to Time, and at all Times hereafter, peaceably and quietly have, hold and enjoy the ſaid Advowſon and Premiſſes, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Diſturbance of, or by the ſaid *Abel Aſh*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming, or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Advowſon and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under *Luke Aſh*, Eſq; deceaſed, Son and Heir of Sir *Matthew Aſh*, Knight, alſo deceaſed, or from, by or under the ſaid Sir *Matthew Aſh*, or any or either of them, and that free and clear from all Incumbrances made or done, or to be made or done by the ſaid *Abel Aſh*, *Luke Aſh*, and Sir *Matthew Aſh*, or any of them, or by any other Perſon or Perſons lawfully claiming, or to claim from, by or under, or in Truſt for them, or any of them; then, *&c.*

and Deed of Conveyance recited,

The Condition for quiet Enjoyment,

free from Incumbrances.

Charitable and Pious Uſes.

N° 1. *A Deed of Aſſignment of a Leaſehold Intereſt, by the ſurviving Truſtees of a Charity to two Perſons, who by an Indorſement (which next follows) immediately re-aſſign to the former and other Truſtees, in order to fill up the Number.*

An Indenture of Aſſignment of ſeveral long Terms for Years in ſeveral Lands, *&c.* recited. THIS Indenture, made the fifteenth Day of *September Anno Domini* 1730, and in the fourth Year of the Reign, *&c.* between *Aaron Arne* of *London*, Merchant, *Bryan Beal* of, *&c.* *Chriſtopher Coates* and *Daniel Dunn* of, *&c.* Gent. of the one Part, and *Edmund Eaſt* of, *&c.* Gent. and *Francis Farr* of, *&c.* Draper,

&c. Draper, of the other Part. Whereas by Indenture bearing Date the fifteenth Day of *Auguſt* which was in the Year of our Lord 1705, and made or mentioned to be made between Dame *Grace Godwin* of, *&c.* Widow, Relict and Executrix of the laſt Will and Teſtament of Sir *Henry Godwin*, Knt. deceaſed, and Daughter, Heir and Adminiſtratrix of the Goods and Chattels of *John Jones* of, *&c.* Eſq; deceaſed, of the one Part, and *Lawrence Lane* the Elder, then of, *&c.* Gent. *Matthew Mayne* of, *&c.* Eſq; (afterwards Sir *Matthew Mayne*, Knt.) *Nathaniel Noon* of, *&c.* Eſq; and *Owen Offley* of, *&c.* Merchant (all ſince deceaſed) and the ſaid *Aaron Arne*, and the ſaid *Bryan Beal* and the ſaid *Daniel Dunn* of the other Part, for the Conſiderations therein mentioned, ſhe the ſaid Dame *Grace Godwin* did grant, bargain, ſell, aſſign and ſet over unto the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal*, and *Daniel Dunn*, their Executors, Adminiſtrators and Aſſigns, all thoſe three Parts, the Whole in four Parts being divided, of and in all the Manor and Lordſhip of *Purton*, with all the Rights, Members and Appurtenances thereof in the ſaid County of *Rutland*, and of and in the Tithes of Corn and Grain in *Purton* aforeſaid; and of and in all and ſingular Houſes, Edifices, Barns, Stables, Dove-Cotes, Yards, Orchards, Gardens, Tofts, Crofts, Meſſuages, Mills, Lands, Tenements, Meadows, Leaſowes, Paſtures, Feedings, Commons, Woods, Underwoods, Mines, Quarries, Waſtes, Heaths, Moors, Marſhes, Brueres, Ways, Waters, Fiſhings, Tithes, Rents, Reverſions, Services, Courts Leet, Courts Baron, and View of Frank-Pledge, and whatſoever to View of Frank-Pledge appertaineth, and Perquiſites and Profits of Courts, Waifs, Eſtrays, Heriots, Reliefs, Liberties, Privileges, Royalties, Juriſdictions, Profits, Commodities, Emoluments and Hereditaments whatſoever to the ſaid Manor, Lordſhip and Tithes of *Purton* aforeſaid belonging, or in any wiſe appertaining, or to or with the ſame, and every or any Part or Parcel thereof held, uſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any part thereof; and of and in all and every, and any the Woods, Timber and Timber Trees ſtanding, growing and being, and which ſhould ſtand, grow and be in and upon the ſaid Manor and Premiſſes, or any Part thereof, of which ſaid three Parts the ſaid *John Jones* was in his Life-time in the actual Poſſeſſion in Severalty, and died poſſeſſed thereof inteſtate, and which ſaid three Parts and Premiſſes, by Indenture bearing Date the nineteenth Day of *September* in the Year of our Lord 1673, and made or mentioned to be made between *Samuel Simms* of, *&c.* Gent. of the one Part, and the ſaid Sir *Henry Godwin*, and the ſaid Dame *Grace* then his Wife, of the other Part, were bargained, ſold, aſſigned, releaſed and confirmed unto the ſaid Sir *Henry Godwin* and the ſaid Dame *Grace*, then his Wife, their Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of a certain Term of one thouſand Years therein mentioned, or recited to have been granted of the aforeſaid Manor and Premiſſes (which ſaid Term of one thouſand Years commenced on or about the tenth Day of *December* which was in the Year of our Lord 1643,) and alſo all thoſe Grounds commonly called *Purton* Cloſes with their Appurtenances, lying and being in *Purton* aforeſaid, of or in which ſaid Grounds the ſaid Sir *Henry Godwin* was poſſeſſed or intereſted in the Right of the ſaid Dame *Grace*, as Adminiſtratrix of the ſaid *John Jones*, for the Remainder of a certain Term of ninety-nine Years therein, which commenced on or about the thirteenth Day of *November* which was in the Year of our Lord 1646, and which ſaid Grounds, together with the ſaid three Parts of the ſaid Manor of *Purton*, and of the ſaid Tithes of Corn and Grain in *Purton*, and all the Eſtate and Term of Years which the ſaid Sir *Henry Godwin* had therein in Right of his ſaid Wife or otherwiſe, were by him aſſigned unto *Timothy Toms* and *Valentine Viner* of, *&c.* Gent. in and by a certain Deed Poll dated on or about the ſeventeenth Day of *May* in the twenty-fifth Year of the Reign of his late Majeſty King *Charles* the Second, in Truſt nevertheleſs for the ſaid Sir *Henry Godwin*, his Executors, Adminiſtrators and Aſſigns, and all and ſingular Meſſuages, Lands, Tithes, Woods and Tenements whatſoever in *Purton* aforeſaid, and Part or Parts of Manors, Meſſuages, Lands, Tithes, Woods, Tenements or Hereditaments in *Purton* aforeſaid, whereof or wherein the ſaid Dame *Grace* in her own Right, or as Executrix of her ſaid Huſband, or as Adminiſtratrix of her ſaid Father, or any other Perſon or Perſons in Truſt for her, in her own Right, or as ſhe was Exe-

cutrix or Adminiſtratrix as aforeſaid, then had any Eſtate or Eſtates, or Intereſt or Intereſts for any Term or Terms, Number or Numbers of Years then in being or unexpired, and all her Eſtate, Right, Title, Intereſt, Term and Terms of Years, Claim and Benefit whatſoever, in Law and in Equity, of, in, or to all or any Part or Parts, Share or Shares whatſoever, of the ſaid Manor, Tithes, Woods and Premiſſes, or of or in any of them, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the Premiſſes, and of every Part thereof; To hold the ſame Premiſſes, with their Appurtenances, unto the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, their Executors, Adminiſtrators and Aſſigns from thenceforth, for all the then Reſidue of all and every the Term and Terms of Years whatſoever, which the ſaid Dame *Grace* in her own Right, or as Executrix of her ſaid Huſband, or Adminiſtratrix of her ſaid Father as aforeſaid, or any other Perſon or Perſons, in Truſt for her, in her own Right, or as Executrix or Adminiſtratrix as aforeſaid, or otherwiſe, in Truſt for her then had, of or in the Premiſſes, or any Part or Parts thereof reſpectively; nevertheleſs it was thereby declared to the Effect following; that is to ſay, that the ſaid Grant and Aſſignment was ſo thereby made as aforeſaid, upon Truſt, that they the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and the Survivors and the Survivor of them, his Executors and Adminiſtrators, ſhould permit and ſuffer the ſaid Dame *Grace* and her Aſſigns to receive and take the Rents and Profits of all and ſingular the Premiſſes, to and for her and their own Uſe for ſo long Time of the ſaid ſeveral Terms of Years as ſhe ſhould happen to live. And to the Intent that from and immediately after the Deceaſe of the ſaid Dame *Grace*, all and ſingular the ſaid thereby aſſigned Premiſſes ſhould remain and be during all the Reſt and Remainder which ſhould be then to come and unexpired of all and every the ſame Term and Terms of Years reſpectively, to and for the proper Uſe of them the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and the Survivors and Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, as by the ſaid recited Indenture of the fifteenth Day of *Auguſt* 1705, Relation being thereunto had, may (among other Things) more fully appear. And whereas all and every the ſaid Meſſuages, Lands, Tenements and Hereditaments, and Parts of the ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments, and Premiſſes, in and by the ſaid laſt mentioned Indenture aſſigned, or mentioned to be aſſigned as aforeſaid, are by Right of Survivorſhip, or otherwiſe, legally come to and veſted in the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, for all the now Reſidue of the ſaid ſeveral Terms of Years therein reſpectively. Now this Indenture witneſſeth, That for and in conſideration of the Sum of 5s. of lawful Money of *Great Britain* to the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, in hand paid by the ſaid *Edmund Eaſt* and *Francis Farr*, at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations them the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn* thereunto eſpecially moving, they the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn* have, and every of them hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents do, and each and every of them doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Edmund Eaſt* and *Francis Farr*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuages, Lands, Tenements, Tithes and Hereditaments, and Parts of Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments, and all and ſingular other the Premiſſes, in and by the ſaid laſt mentioned Indenture aſſigned or mentioned to be aſſigned as aforeſaid, with their and every of their Rights, Privileges, Members and Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and of each and every or any of them, of, in, to or out of the ſame Meſſuages, Lands, Tenements, Tithes and Hereditaments, and Parts of Manors, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, by force or virtue of the ſaid laſt mentioned Indenture of Aſſignment, and Right of Survivorſhip, or either of them, or otherwiſe howſoever; To have and to hold the Meſſuages, Lands, Tenements, Tithes and Hereditaments,

which were aſſigned in Truſt for the Uſe of the Aſſignor during Life,

and afterwards to the Uſe of the Aſſignees their Executors, &c.

and that the aſſigned Premiſſes are now legally veſted in the Aſſignors in this preſent Deed.

The Clauſe of Aſſignment to two, their Executors, &c

Habendum.

ditaments, and Parts of Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby aſſigned, with their Appurtenances, unto the ſaid *Edmund Eaſt* and *Francis Farr*, their Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid ſeveral Term and Terms for Years therein reſpectively; upon Truſt nevertheleſs, and to the Intent and Purpoſe only, that they the ſaid *Edmund Eaſt* and *Francis Farr*, or the Survivor of them, his Executors or Adminiſtrators, ſhall and do immediately by Deed Poll, to be indorſed on theſe Preſents, or otherwiſe legally and effectually re-aſſign and transfer all the ſame Premiſſes, and all their Eſtate, Term and Terms for Years, Intereſt, Truſt, Property, Claim and Demand of, in and to the ſame, every or any Part thereof, unto them the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Wade* and *Andrew Alton* of, *&c.* Eſqs; *Benjamin Bryan* of, *&c.* Gent. and *Charles Crew* Citizen and Embroiderer of *London*, their Executors, Adminiſtrators and Aſſigns (or unto ſuch Perſon or Perſons as they the ſaid ſeven Perſons laſt named, or the Survivors of them, ſhall in that behalf nominate or appoint) for all the then Reſidue of the ſeveral Term and Terms for Years therein reſpectively; and the ſaid *Aaron Arne* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Edmund Eaſt* and *Francis Farr*, their Executors, Adminiſtrators and Aſſigns, that he the ſaid *Aaron Arne* hath not at any time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof the Premiſſes herein before aſſigned, or any Part thereof, or the ſaid ſeveral Terms for Years therein reſpectively, or any or either of them, is, are, ſhall or may be ſurrendered, forfeited or avoided, or impeached, charged or incumbered, in Title, Charge, Eſtate or otherwiſe howſoever.

upon Truſt,

to re-aſſign to the former and their Aſſigns.

The former Truſtees ſeverally covenant that they have not done any Thing to impeach the Title.

Memorandum, The like Covenant from *Bryan Beal* and *Daniel Dunn*.

The Re-aſſignment to the former and other Truſtees to be indorſed on the forgoing Deed. N° 2.

KNOW all Men by theſe Preſents, that the within named *Edmund Eaſt* and *Francis Farr*, in performance and execution of the Truſt in them repoſed in and by the within written Indenture, and in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to them in hand paid by the within named *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, have, and each of them hath bargained, ſold, aſſigned and ſet over; and by theſe Preſents do, and each of them doth bargain, ſell, aſſign and ſet over unto the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Executors, Adminiſtrators and Aſſigns, all and every the Meſſuages, Lands, Tenements, Tithes and Hereditaments, and Parts of Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments within aſſigned, or mentioned or intended ſo to be, with their and every of their Rights, Members, Privileges and Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both at Law and Equity, of them the ſaid *Edmund Eaſt* and *Francis Farr*, and of each or either of them, of, in, to or out of the ſame Premiſſes, every or any Part thereof, by force or virtue of the ſaid within written Indenture or otherwiſe howſoever, together with the ſame Indenture; To have and to hold the ſaid Meſſuages, Lands, Tenements, Tithes and Hereditaments, and Parts of Manors, Meſſuages, Lands, Tenements, Tithes and Hereditaments, and all and ſingular other the Premiſſes hereby or mentioned to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Executors, Adminiſtrators and Aſſigns from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſeveral within mentioned Term and Terms for Years therein reſpectively. In witneſs, *&c.*

The Re-aſſignment.

Habendum.

N° 3. *A Declaration of the Truſts of Lands deviſed upon a Contingency, for the Benefit of Diſſenting Teachers. This Deed is between the Deviſor and his Deviſees the Truſtees. Clauſes for filling up a Number, indemnifying and rewarding the Truſtees.*

THIS Indenture, made the thirteenth Day of *November Anno Domini* 1725, and in the twelfth Year of the Reign of our Sovereign Lord *George* the, *&c.* between *Adam Allen* of the Pariſh of, *&c.* in the County of, *&c.* Merchant, of the one Part, and *Bruen Bigg*, *Caleb Bigg*, *David Dent* and *Ezekiel Ent*, of the other Part. Whereas the ſaid *Adam Allen* in and by his laſt Will and Teſtament in Writing by him duly made and publiſhed, bearing Date the Day next before the Day of the Date hereof, hath from and after the Deceaſe of *Flora Allen* his Wife, and of his Grand-Daughter *Grizel Gale*, and Failure of Iſſue of the Body of the ſaid *Grizel Gale*, in manner therein mentioned given, deviſed and bequeathed all that his Freehold-meſſuage or Tenement, with the Buildings, Ground, Hereditaments and Appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying and being on the Eaſt Side of —— Street in the Pariſh of, *&c.* in the County of, *&c.* late or ſometime in the Poſſeſſion of *Henry Hill*, Eſq; and now in the Poſſeſſion of *John Hill* and *Kenelm Hill*, Eſq; or one of them, their or one of their Under-tenants or Aſſigns, unto them the ſaid *Bruen Bigg*, *Caleb Bigg*, *David Dent* and *Ezekiel Ent*, their Heirs and Aſſigns; To hold the ſame unto, and to the Uſe of them the ſaid *Bruen Bigg*, *Caleb Bigg*, *David Dent* and *Ezekiel Ent*, their Heirs and Aſſigns for ever. And whereas the ſaid *Adam Allen* by his ſaid Will hath directed the Sum of 8000*l.* to be raiſed out of the Reſidue of his Eſtate therein mentioned, and the Intereſt thereof to be paid to his ſaid Wife, till his Grand-Daughter ſhall attain the Age of twenty-one Years, or be married with ſuch Conſent as is therein mentioned, if his ſaid Wife ſhall live ſo long; and afterwards the ſaid Sum of 8000*l.* and the Intereſt thereof from thenceforth to ariſe, to be applied to or for the Uſe of his ſaid Grand-Daughter, in manner therein expreſſed; and hath further directed, that if his ſaid Grand-Daughter ſhall die unmarried before the ſaid Age of twenty-one Years, or ſhall marry before that Age without ſuch Conſent as is therein mentioned, and ſhall afterwards die without Iſſue living at the Time of her Deceaſe, then the ſum of 5000*l.* (Part of the aforeſaid Sum of 8000*l.*) ſhall from thenceforth be, go and remain, and he hath thereby given and bequeathed the ſame unto the ſaid *Bruen Bigg*, *Caleb Bigg*, *David Dent* and *Ezekiel Ent*, their Executors and Adminiſtrators; and the ſaid *Adam Allen* hath further in and by his ſaid Will given, deviſed and bequeathed all the Reſt, Reſidue and Overplus of his Eſtate in Money, Debts or otherwiſe (over and above what he hath therein before particularly given, appointed or diſpoſed of) unto the ſaid *Bruen Bigg*, *Caleb Bigg*, *David Dent* and *Ezekiel Ent*, their Executors and Adminiſtrators, as in and by the ſaid in part recited Will, Relation being thereunto had, may (among other Things) more fully and at large appear. Now this Indenture witneſſeth, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents; and particularly the ſaid *Adam Allen* doth hereby declare and agree, that the ſaid ſeveral recited Gifts, Deviſes and Bequeſts of the ſaid Meſſuage, Ground, Hereditaments and Premiſſes in the ſaid Pariſh of, *&c.* and of the Sum of 5000*l.* upon the reſpective Contingencies aforeſaid, and of the ſaid Reſt, Reſidue and Overplus of the ſaid Eſtate of him the ſaid *Adam Allen*, ſo by him in and by his ſaid Will made unto them the ſaid *Bruen Bigg*, *Caleb Bigg*, *David Dent* and *Ezekiel Ent*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively as aforeſaid, are and were ſo by him to them made, and that all the ſaid Premiſſes are and were ſo by him to them given, deviſed and bequeathed, only as his Truſtees, upon the Truſts, and to and for the Ends, Intents and Purpoſes, and ſubject to the Proviſoes and Limitations herein after mentioned, expreſſed and declared of and concerning the ſame Premiſſes; that is to ſay, Upon Truſt, that (as and when the ſaid ſeveral recited Gifts, Deviſes and Bequeſts of the ſaid Truſt-Eſtate and Premiſſes, or any Part thereof, ſhall take effect unto the

The Will recited.

The Declaration of the Truſts.

ſaid Truſtees, and that they ſhall come to the Poſſeſſion thereof, or of any Part thereof, by and according to the true Intent and Meaning of the ſaid recited Will) then they the ſaid *Bruen Bigg*, *Caleb Bigg*, *David Dent* and *Ezekiel Ent*, or the Survivors of them, and ſuch other Perſon or Perſons who ſhall ſucceed in the Truſt from Time to Time by virtue of the Clauſe herein after for that Purpoſe mentioned, ſhall and do, as ſoon as conveniently may be, ſell and diſpoſe of ſuch Part of the ſame Eſtate and Premiſſes as ſhall not then conſiſt of Monies or Securities for Monies, either together or in Parcels, for the beſt Price and moſt Monies that can be reaſonably had or gotten for the ſame; and likewiſe ſhall and do call and get in ſuch Part of the ſame Eſtate and Premiſſes as ſhall then conſiſt of Monies or Securities for Monies; and as to the Monies ariſing by ſuch Sale or Sales, or to be called and gotten in as aforeſaid, or otherwiſe belonging to or ariſing from the ſaid Truſt-Eſtate and Premiſſes every or any Part thereof, and the Yearly and other Rents, Profits, Intereſt or Produce of the ſame Eſtate, Monies and Premiſſes, every or any Part thereof, upon Truſt that they the ſaid *Bruen Bigg*, *Caleb Bigg*, *David Dent* and *Ezekiel Ent*, and the Survivor of them, and ſuch other Perſon and Perſons who from Time to Time ſhall ſucceed in the ſaid Truſt as aforeſaid, ſhall and do within the Space of twenty Years at moſt, after the Monies belonging to or ariſing from the ſaid Truſt-eſtate ſhall be reſpectively raiſed or come in (or ſooner if they in their Diſcretions ſhall think fit) pay, apply, expend and diſpoſe of the ſame Monies and Premiſſes, to and for ſuch Perſons and Objects, Uſes, Ends, Intents and Purpoſes as are herein after mentioned; that is to ſay, for and towards the Relief, Support and Maintenance of poor Proteſtant Diſſenting Miniſters of the Goſpel within that Part of *Great Britain* called *England*, or for and towards the Maintenance, Education, and Qualifying of Youths deſigned for the Work of the Miniſtry among Diſſenting Proteſtants within the aforeſaid Limits, or for and towards the Relief and Support of poor Widows or Orphans of ſuch poor Miniſters as aforeſaid, or the Purchaſe of proper and ſuitable Books to be beſtowed upon ſuch poor Miniſters or Youth as aforeſaid; or in, for and towards all or ſuch of the Uſes, Ends, Intents and Purpoſes aforeſaid, or ſuch other charitable Uſes, Ends, Intents and Purpoſes, for the Relief of poor Proteſtant Diſſenters within the Limits aforeſaid, as the ſaid Truſtees for the Time being, or the major Part of them, ſhall from Time to Time in their Diſcretions think fit. Provided nevertheleſs, and it is the true Intent and Meaning of theſe Preſents, and of all the ſaid Parties hereunto, and in particular of the ſaid *Adam Allen*, and ſo by him declared, that in the Application and Diſtribution of the ſaid Truſt-Monies and Eſtate in manner aforeſaid, particular Regard ſhall be had from Time to Time to ſuch Miniſters, Youths, Widows and Orphans as aforeſaid, as ſhall be Inhabitants of, or born within the County of *Lincoln*, and that ſhall by the ſaid Truſtees be judged proper Objects for the ſaid Charities; and that from Year to Year, and until the Whole of the ſaid Truſt-Monies ſhall be applied in manner aforeſaid, a competent Part thereof ſhall be diſtributed to and amongſt ſuch Objects as aforeſaid as ſhall be Inhabitants of, or born within the ſame County. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That when and ſo ſoon as the ſaid Truſtees, Parties to theſe Preſents, ſhall by Death or otherwiſe be reduced to the Number of Three, then ſuch Three Truſtees, or the Survivors or Survivor of them, ſhall thereupon forthwith elect and make choice of ſo many and ſuch other fit and proper Perſons (being Proteſtant Diſſenters of good Credit and Reputation) to be Truſtees, together with the remaining Truſtees or Truſtee for the Purpoſes aforeſaid, as ſhall then compleat and make up the Number of Truſtees ſix, or ſeven at moſt; and that thereupon, and ſo ſoon as conveniently may be after ſuch Choice aforeſaid, the then remaining Truſtees, or the Survivors or Survivor of them ſhall, by Advice of Counſel learned in the Law, well and ſufficiently convey, aſſign and make over all the Reſt and Reſidue of the ſaid Truſt-Eſtate, Monies and Premiſſes, ſo and in ſuch ſort as that the ſame ſhall be legally veſted in the ſaid then remaining Truſtees or Truſtee, and ſuch new Truſtees to be elected and choſen as aforeſaid, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, upon the Truſts, and to and for the Intents and Purpoſes, and ſubject to the Proviſoes and Agreements in theſe Preſents mentioned, expreſſed and declared, of and concern-

for the Relief of Diſſenting Miniſters, &c.

with a Preference to thoſe of a particular County,

Proviſion for filling up the Number on Death of Truſtees.

The old Truſtees how to convey and aſſign.

ing the ſame Eſtate, Monies and Premiſſes, and ſo from Time to Time, and as often as during the Truſts aforeſaid the ſaid Truſtees for the Time being of the aforeſaid Premiſſes, ſhall by Death or otherwiſe be reduced to the Number of Three; to the end the ſaid Truſt-Eſtate may not at any time hereafter come to or reſt in the Hands of the Heirs, Executors or Adminiſtrators, of any ſingle ſurviving Truſtee. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that there ſhall not at any Time or Times hereafter, during the Continuance of the Truſts aforeſaid, be elected or choſen into the Number of Truſtees for the Purpoſes aforeſaid, above the Number of two Miniſters of the Goſpel (to be living and acting in the aforeſaid Truſts) at one and the ſame Time, any thing herein before contained to the contrary notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the Truſtees for the Time being of the ſaid Truſt-Eſtate and Premiſſes, or the major Part of them (as and when any Monies belonging to the ſaid Truſt-Eſtate ſhall come or be paid in, and until the ſame Monies ſhall be applied and diſtributed for the Purpoſes aforeſaid) to lend and place out ſuch Monies, or any Part thereof, upon any publick or private Security or Securities at Intereſt, or to inveſt the ſame in the Purchaſe of Shares in any of the Publick Stocks or Funds of the Bank of *England*, *South-Sea* Company, or in the Purchaſe of *South-Sea* Annuities, or otherwiſe to improve the ſame Monies, or any Part thereof, in ſuch Manner as the ſaid Truſtees for the Time being, or the major Part of them, ſhall from Time to Time think fit, ſubject nevertheleſs to the Truſts aforeſaid; And further, that the ſame Truſtees, or any of them, their or any of their Heirs, Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for any more Monies, or other Part of the ſaid Truſt-Eſtate, than they reſpectively ſhall actually receive, or ſhall come to their reſpective Hands by virtue of the ſaid recited Will, or the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſame Monies and Eſtate, or any Part thereof, ſo as ſuch Loſs happen without their wilful Default, nor the one of them for the other, or others of them, or for the Acts or Defaults of the other or others of them, but only for his own Acts and Defaults: And further, that it ſhall and may be lawful to and for them the ſaid Truſtees, and each and every of them, their and each and every of their Heirs, Executors and Adminiſtrators, in the firſt place by and out of the ſaid Truſt-Eſtate and Premiſſes to deduct and reimburſe him and themſelves all ſuch neceſſary Coſts, Charges, Damages and Expences as he, they or any of them ſhall ſuſtain, expend or be put unto for or by reaſon of the Truſts aforeſaid, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. Provided further, that it ſhall and may be lawful to and for the acting Truſtees for the Time being of the ſaid Truſt-Eſtate and Premiſſes, yearly and from Time to Time during the Continuance of the aforeſaid Truſts, to deduct and retain by and out of the ſame Eſtate and Premiſſes yearly, and from Time to Time during the Continuance of the aforeſaid Truſts, to and for their own Uſe, for their Trouble and Care in the Performance of the ſame Truſts, the yearly Sum of 20*l.* of lawful Money of *Great Britain*, to be equally ſhared and divided amongſt ſuch acting Truſtees for the Time being (over and above all their neceſſary Coſts, Charges, Damages and Expences as aforeſaid); any Thing herein contained to the contrary notwithſtanding. Provided laſtly, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid *Adam Allen* at any Time or Times hereafter during his Life, by any Deed or Deeds, or Writing or Writings under his Hand and Seal, to be by him ſigned, ſealed and executed in the Preſence of two or more credible Witneſſes, to revoke, alter, annul and make void all and every or any of the Truſts, Declarations and Appointments herein before declared or appointed, of or concerning the ſaid Truſt-Eſtate and Premiſſes, or any Part thereof, and by the ſame Deed or Deeds, or Writing or Writings, or by any other Deed or Deeds, Writing or Writings, or by any other to be by him ſealed and executed as aforeſaid, to direct, limit and declare, or appoint any new or other Uſe or Uſes, Truſt or Truſts, Directions, Declarations or Appointments, of or concerning the ſame Truſt-Eſtate and Premiſſes, every or any Part thereof, as to him the ſaid *Adam Allen* ſhall ſeem meet, and ſo from Time to Time, and as often as he ſhall think fit, any Thing herein contained to the contrary notwithſtanding. In witneſs, *&c.*

not more than two Miniſters to be Truſtees at one Time.

The Truſtees impowered to place out the Money upon Securities.

ſubject to the Truſts.

Truſtees to account only for their own Receipts reſpectively; and not for Loſſes without wilful Default.

Truſtees to deduct their Charges, *&c.*

and a yearly Allowance to the acting Truſtee.

A Power of Revocation, *&c.*

A Deed

A Deed, declaring the Truſt of certain Freehold and Leaſehold Lands ſettled for the Support of the Diſſenting Intereſt; with divers Directions for filling up the Number of Truſtees, and regulating the Execution of the Truſt. The Titles are recited. N° 4.

THIS Indenture, made the ſixteenth of *September Anno Domini* 1730, and in the fourth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain, &c.* between *Aaron Arne* of *London*, Merchant, *Bryan Beal* of the City of *Canterbury*, Doctor of Phyſick, and *Daniel Dunn* of *Eaſt Ham* in the County of *Rutland*, Gentleman, of the one Part, and *William Ward* and *Andrew Alton*, both of *Lincoln's Inn* in the County of *Middleſex*, Eſqs; *Benjamin Bryan* of *London*, Gent. and *Charles Crew*, Citizen and Embroiderer of *London*, of the other Part. Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe bearing even Date herewith, and both made or mentioned to be made between the ſame Parties as are Parties to theſe Preſents, they the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, for the Conſiderations in the ſame Indenture reſpectively mentioned, did grant and convey unto the ſaid *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs and Aſſigns, the Manors of *Fynd* and *Gand*, with their and every of their Rights, Members and Appurtenances in the ſaid County of *Rutland*, and the Park or incloſed Ground ſometime uſed as a Park, and now diſparked, commonly called *Harne* Park in the ſame County, with the Appurtenances thereof, and divers Meſſuages, Lands, Tenements, Cloſes, Meadows, Paſtures, Woods and Hereditaments in the ſame Indentures mentioned, and deſcribed or referred to, with their Appurtenances, ſituate, lying and being within the Towns, Pariſhes, Fields, Precincts or Territories of *Fynd*, *Gand* and *Harne*, or ſome of them, in the ſaid County of *Rutland*; To hold the ſame unto the ſaid *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs and Aſſigns, to the Uſe and Behoof of them the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, and of their Heirs and Aſſigns for ever. And whereas by Indenture of Aſſignment, bearing Date the ſaid Day next before the Day of the Date hereof, and made or mentioned to be made between the ſaid *Aaron Arne*, *Bryan Beal*, and *Daniel Dunn*, of the one Part, and *Edmund Eaſt* of the ſaid City of *Canterbury*, Gent. and *Francis Farr* of the ſame City, Mercer, of the other Part, reciting as therein is recited, and for the Conſideration therein mentioned, the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, did bargain, ſell and aſſign unto the ſaid *Edmund Eaſt* and *Francis Farr*, their Executors, Adminiſtrators and Aſſigns, all thoſe three Parts, the Whole in four Parts being divided, of and in the Manor and Lordſhip of *Purton*, with the Rights, Members and Appurtenances thereof in the ſaid County of *Rutland*, and of and in the Tithes of Corn and Grain in *Purton* aforeſaid, and of and in all Meſſuages, Lands, Tenements, Meadows, Leaſowes, Royalties and Hereditaments to the ſaid Manor and Tithes belonging or appertaining, and of and in the Woods, Timber and Timber Trees in and upon the ſame Manor and Premiſſes, or any Part thereof, of and in which ſaid three Parts and Premiſſes laſt mentioned the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn* were then poſſeſſed or intereſted for the Reſidue of a Term of five hundred Years which commenced on or about the thirteenth Day of *December* 1648, or for the Reſidue of ſome other long Term or Terms for Years in the ſame Indenture referred to; And alſo all thoſe Grounds called *Purton Cloſes*, with their Appurtenances in *Purton* aforeſaid; of and in which ſaid Grounds the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn* were then poſſeſſed or intereſted for the Reſidue of a Term of two hundred Years, which commenced on or about the thirteenth Day of *November* 1646, or ſome other Term or Terms for Years in the ſame Indenture referred to; and alſo divers other Meſſuages, Lands or Hereditaments in *Purton* aforeſaid, in the ſame Indenture mentioned or referred to, with their Appurtenances; To hold the ſame unto the ſaid *Edmund Eaſt* and *Francis Farr*, their Executors, Adminiſtrators and Aſſigns, from thenceforth, for all

Leaſe and Releaſe of Manors, *&c.* and recited of this Date.

And an Aſſignment of a long Term in three Fourths of another Manor, *&c.* dated the Day before.

upon Truſt to aſſign to all the new Parties indorſed.

all the then Reſidue of the ſaid ſeveral Term and Terms for Years, or ſome other Term or Terms for Years therein reſpectively, upon Truſt, and to the Intent that they ſhould by Deed Poll to be indorſed on the Back of the ſame Indentures, or otherwiſe legally and effectually aſſign all the ſame Premiſſes, and all their Eſtate, Term and Terms of Years, and Intereſt of, in and to the ſame, every or any Part thereof, unto all of them the ſaid Parties hereto, their Executors, Adminiſtrators and Aſſigns, or unto ſuch Perſon or Perſons as they the ſame Parties or the Survivors of them ſhould nominate or appoint, for all the then Reſidue of the ſaid ſeveral Term and Terms for Years therein reſpectively. And whereas by Deed Poll bearing even Date herewith, and indorſed on the ſaid laſt recited Indenture, they the ſaid *Edmund Eaſt* and *Francis Farr*, in performance and execution of the ſaid Truſt ſo repoſed in them as aforeſaid, and for the Conſideration in the ſame Deed Poll mentioned, did aſſign all the ſaid three Parts, Lands, Tithes, Hereditaments and Premiſſes ſo to them aſſigned as aforeſaid, with their Appurtenances; And all their Eſtate, Right, Title, Intereſt, Term and Terms for Years, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of, into, or out of the ſame Premiſſes, every or any Part thereof, by virtue of the ſame Indenture or otherwiſe howſoever, together with the ſame Indenture, unto them the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Executors, Adminiſtrators and Aſſigns, for all the Reſt and Reſidue yet to come and unexpired of the ſaid ſeveral Term and Terms for Years therein reſpectively, as by the ſaid ſeveral recited Indentures and Deed Poll, Relation being thereunto reſpectively had, may more fully appear. Now this Indenture witneſſeth, and it is hereby declared, and the true Intent and Meaning of theſe Preſents, and of all the Parties hereunto, and to the ſaid ſeveral recited Indentures, was and is, that all and ſingular the Premiſſes, as well Freehold as Leaſehold, ſo conveyed and aſſigned to the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, in and by the ſaid recited Indentures of Leaſe and Releaſe and Deed Poll reſpectively as aforeſaid, are and were ſo to them conveyed and aſſigned reſpectively. And they the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, ſhall and will from Time to Time, and at all Times hereafter, during the Continuance of the ſaid ſeveral and reſpective Eſtates and Intereſts of and in the Premiſſes reſpectively, ſtand, be and remain ſeiſed, poſſeſſed and intereſted of and in the ſame Freehold and Leaſehold Premiſſes reſpectively, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Powers, Inſtructions, Orders and Limitations as are herein after expreſſed and declared, or referred to, of and concerning the ſame Premiſſes reſpectively; that is to ſay, Upon ſpecial Truſt and Confidence, that they the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan*, and *Charles Crew*, and the Survivors and Survivor of them, and the Heirs, Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall and do pay and ſatisfy in the firſt place, out of the Rents, Iſſues and Profits of the Premiſſes reſpectively, the Annuity or yearly Rent of 150*l.* iſſuing and payable, or ſuppoſed to be iſſuing and payable out of *Harne* Park aforeſaid, or out of ſome other Part of the Premiſſes, as the ſame ſhall from Time to Time become due unto ſuch Perſon or Perſons as for the Time being ſhall be intitled to receive the ſame, for ſo long Time as the ſame ſhall continue payable; and alſo all other Duties, Rents, Payments, Taxes and Charges iſſuing or payable out of, or charged upon, or to be iſſuing or payable out of or charged upon the Premiſſes, or any Part thereof, as the ſame ſhall from Time to Time become due and payable, and all Coſts, Charges and Expences whatſoever which the ſaid Truſtees, Parties hereto, their Heirs, Executors, Adminiſtrators and Aſſigns, or the Truſtees for the Time being, and the other Managers herein after mentioned or intended, or any of them for the Time being, ſhall be from Time to Time put unto, or reaſonably allow, lay out, or expend in, for or concerning the Reparations of the Premiſſes, or the collecting, receiving, recovering, taking or obtaining of the Rents, Iſſues and Profits thereof, or in, for or about the Defence, Execution or Performance of the Truſts hereby declared, or the Defence, Ordering or Management of the

And a Deed Poll indorſed on the Aſſignment, and of this Date, being an Aſſignment over of the Term to the now Parties the Truſtees.

Declaration of the Truſt.

firſt to pay an Annuity chargeable,

and all other Duties,

and their own Expences, &c.

ſaid Truſt-Eſtate, in and by the ſaid recited Indentures of Leaſe and Releaſe and Deed Poll reſpectively conveyed and aſſigned as aforeſaid; and alſo the Sum of 6 *l.* a-piece Yearly, and every Year, to each and every of the Truſtees for the Time being, and Managers for the Time being, ſupplying the Rooms of deceaſing Truſtees, according to the Intent hereof, during all and ſo long Time as the ſame Truſtees and Managers ſhall be and continue Truſtees and Managers, according to the true Meaning hereof reſpectively; And upon further Truſt and Confidence, and to the Intent, that in the next place the ſaid Truſtees, Parties hereto, and the Survivors and Survivor of them, his and their Aſſigns, and the Heirs, Executors and Adminiſtrators of ſuch Survivor, ſhall and do, from Time to Time during the Continuance of the ſaid Truſt-Eſtates reſpectively, out of the clear and reſiduary Rents, Iſſues and Profits of the Premiſſes which ſhall be and remain after and above all ſuch Part or Parts of the ſaid Rents, Iſſues and Profits as is or are herein before intended and appointed to be ſo paid and applied as aforeſaid, as well pay and diſpoſe of ſuch Sums of Money yearly or otherwiſe, to ſuch and ſo many poor and godly Preachers, for the Time being, of Chriſt's holy Goſpel, and to ſuch poor and godly Widows, for the Time being, of poor and godly Preachers of Chriſt's holy Goſpel, at ſuch Time or Times, and in ſuch Proportions, and for ſo long Time or Times, and according to ſuch Diſtributions, as the ſaid Truſtees and Managers for the Time being, or any Four or more of them ſhall think fit; and alſo imploy and diſpoſe of ſuch Sums of Money, and in ſuch Manner, for the incouraging or promoting of the Preaching of Chriſt's holy Goſpel in ſuch poor Places as the ſaid Truſtees and Managers for the Time being, or any Four or more of them ſhall think fit; as alſo imploy and diſpoſe of ſuch Sums of Money, yearly or otherwiſe, as and for Exhibitions, for ſuch, or ſo long Time or Times for or towards Educating of ſuch young Men deſigned for the Miniſtry of Chriſt's holy Goſpel, never exceeding five ſuch young Men at one and the ſame Time, as the ſaid Truſtees and Managers for the Time being, or any Four or more of them ſhall approve and think fit. And as to all the Surplus and Remainder of the aforeſaid clear and reſiduary Rents, Iſſues and Profits of the Premiſſes, during all the Continuance of the ſaid Truſt-Eſtates in the ſame Premiſſes reſpectively, upon ſpecial Truſt and Confidence, and to the Intent that they the ſaid Truſtees, Parties hereto, and the Survivors and Survivor of them, and the Heirs, Executors, Adminiſtrators and Aſſigns of ſuch Survivor, and the Truſtees and Managers for the Time being for the ſaid Truſt-Premiſſes, ſhall and do from Time to Time imploy and diſpoſe of the ſame in and for the Relieving of ſuch godly Perſons in Diſtreſs, being fit Objects of the ſaid Truſtees and Managers Charity, as the ſaid Truſtees and Managers for the Time being, or any Four or more of them ſhall think fit. Provided nevertheleſs, and it is hereby declared and intended, and the ſaid Truſtees and Managers for the Time being, or ſuch of them as aforeſaid, ſhall in their Diſpoſitions and Diſtributions of the above mentioned Charities have a primary and chief Reſpect to ſuch Objects thereof as aforeſaid as are or ſhall be in *Somerſetſhire*, and other Weſtern Counties in this Realm, not excluding thoſe in other Places and Counties as the ſaid Truſtees and Managers for the Time being, or any Four or more of them from Time to Time ſhall think fit; And alſo, that whatſoever charitable Diſpoſitions or Allowances were made by Dame *Grace Godwin* Widow, the late Foundreſs of the ſaid Charities, and the late Owner of the ſaid Truſt Eſtates and Premiſſes, to Perſons or Places in *Somerſetſhire* immediately, or ſhortly before her Death, ſhall be continued and paid out of the ſaid clear and reſiduary Rents, Iſſues and Profits of the Premiſſes by the ſaid Truſtees and Managers for the Time being, until they or Four of them at the leaſt ſhall ſee juſt Reaſon to diſcontinue, alter or determine the ſame, or any of them reſpectively. And it is hereby alſo declared, ordered and intended, that the ſaid Truſtees and Managers for the Time being, or the major Part of them ſhall annually elect one of the Truſtees or Managers for the Time being, to be Treaſurer of the Rents, Iſſues and Profits of the ſaid Truſt-Eſtates for the Space of one Year, to be accounted from the Day of ſuch his Election, which Treaſurer for the Time being ſhall be allowed and have a Clerk for the providing and keeping of Books of Account, wherein ſhall be entered or regiſtered a true and perfect Account of all ſuch Rents, Iſſues and Profits of the ſaid Truſt-Eſtates, as ſhall from Time to Time be collected or received by the ſaid Treaſurer or his Clerk, or by their or either

and Allowances,

and to diſtribute to Miniſters and their Widows,

and to incourage Preaching in poor Places,

and to educate young Men for the Miniſtry.

The Reſidue,

to relieve godly Perſons in Diſtreſs,

having a Reſpect to ſome particular Counties,

and to the Diſpoſition of the Foundreſs.

A Treaſurer to be choſen annually,

to be allowed a Clerk, they to keep Books and Accounts.

either of their Order, and alſo a true and perfect Account of all ſuch Monies as ſhall be diſpoſed of, laid out, or expended in the Performance or Execution of the ſeveral Truſts herein declared, and other the Acts and Tranſactions relating to the ſaid Truſts and Truſt-Eſtates, and ſhall have and be allowed for ſuch Clerk ſuch reaſonable and moderate Allowance out of the ſaid Truſt-Eſtates, as the Truſtees and Managers for the Time being, or the major Number of them ſhall approve and appoint. And moreover, that the ſaid Truſtees and Managers for the Time being, or the major Number of them, ſhall and do yearly, at ſome certain Time and Place to be by them, or the major Number of them, agreed upon and appointed, meet together to inſpect and audit the ſeveral Accounts to be ſtated and made up of and concerning the Rents, Iſſues and Profits of the ſaid Truſt-Eſtates, and the Diſpoſal of the ſaid Rents, Iſſues and Profits in the Execution and Performance of the ſeveral Truſts herein before declared of and concerning, the ſame; which Accounts, if allowed and approved of by the Truſtees and Managers for the Time being of the ſaid Truſt-Eſtates, or the major Number of them, by Writing under their Hands, to be yearly made in the ſaid Books of Account, ſhall be a ſufficient Diſcharge to the Treaſurer, ſo as ſuch Treaſurer for the Time being do thereupon pay, anſwer, and make good the Balance of ſuch yearly Account unto ſuch Perſon who ſhall be choſen Treaſurer of the ſaid Truſt-Eſtates for the then enſuing Year, in ſuch manner as the ſaid Truſtees and Managers for the Time being, or the major Number of them ſhall well like and approve of; and it is hereby declared, ordered and agreed by and between the ſaid Parties to theſe Preſents, that from Time to Time, and when any one of the Truſtees for the Time being ſhall happen to die, the Survivor of them ſhall and may elect in the Room of every ſuch deceaſing Truſtee ſuch a Perſon as they in their Judgments and Conſciences ſhall think fit and approve of, who ſhall be a Manager of the ſaid Truſt-Eſtates together and equally with them the ſurviving Truſtees, and to have the ſame Authority, Benefit and Power reſpecting the Truſts hereby declared; and in caſe of the Death of any ſuch elected Manager, to elect in like manner; and that the Election of every ſuch Manager for the Time being ſhall be entered and regiſtered in ſome or one of the Books to be ſo provided and kept as aforeſaid. And that after ſuch Time, as two or three at the moſt of the ſaid Truſtees ſhall have departed this Life, the Survivors of them ſhall and may add to themſelves, as Co-Truſtees with them, all and every the Manager and Managers ſo elected as aforeſaid, to make up the Number of Truſtees compleatly ſeven in the Whole; and the ſaid ſurviving Truſtees ſhall thereupon, by Advice of Counſel learned in the Law, convey all their ſaid Truſt-Eſtate of and in the Premiſſes of Inheritance unto the ſaid Perſons, who for the Time being ſhall be ſuch elected Managers as aforeſaid, or to ſome other Perſons and their Heirs, to the Uſe of the ſaid ſurviving Truſtees, and the ſaid Perſons to be ſo added as Co-Truſtees as aforeſaid and their Heirs; and ſhall alſo by like Advice of Counſel learned in the Law aſſign all their Eſtate and Intereſt in the ſaid Leaſehold Premiſſes to one or more Perſon or Perſons, to the Intent that he or they ſhall immediately thereupon re-aſſign all the ſame Eſtate and Intereſt to the ſame ſurviving Truſtees, and to all the ſaid elected Managers for the Time being, thereby to compleat the ſaid Number of ſeven Truſtees; and that the ſame new Conveyance and new Aſſignment ſhall thereupon, by Advice of Counſel learned in the Law, be declared by all the ſame ſeven Truſtees by ſeparate Indentures in like manner as the afore recited Conveyance, and the afore recited Deed Poll of Aſſignment are declared by theſe Preſents, upon the ſame or the like Truſts, and to or for the ſame or the like Intents and Purpoſes, and with and under the ſame or the like Proviſoes, Powers, Orders, Inſtructions and Limitations as are in theſe Preſents mentioned and contained, and with the ſame or like Directions as aforeſaid therein to be contained or declared, for the nominating and perpetuating new Truſtees, when and as often as two or three of the Truſtees named in the Conveyance or Aſſignment for the Time being ſhall have departed this Life, in the ſame Manner as is herein before expreſſed and provided for in the like Caſe. And it is hereby alſo declared, ordered and intended, that reaſonable Notice of all Meetings, in order to the Tranſacting of any Buſineſs or Matters of any Weight or Moment relating to the aforeſaid Truſts or Charities, ſhall be given to the Truſtees and Managers for the Time being, and that the Judgment and Concurrence therein of ſuch of them,

Truſtees, &c. to audit the Accounts yearly.

Treaſurer to make good and pay over the Balance.

On Death of Truſtees Managers to be choſen,

the like on Death of Manager.

Election to be regiſter'd.

Co-Truſtees when to be added.

Old Truſtees then to convey the Eſtates,

with like Powers, &c. as the Preſent.

Notice to be given of Meetings on Buſineſs.

them, who by Remoteneſs of their Dwellings, or other excuſable Obſtructions, may happen not to be always preſent at any ſuch Meetings, may be conſulted and endeavoured by mutual Correſpondencies and Intercourſes in Writing. And it is further declared, ordered and intended, that the ſaid Truſtees and Managers, their Heirs, Executors or Adminiſtrators, ſhall not be charged or chargeable for any more Monies than what ſhall actually come to their reſpective Hands or Receipts, nor for any Loſſes happening without the wilful Default of them reſpectively, nor for the Acts, Receipts, Neglects or Defaults one of another. In witneſs, *&c.*

Truſtees, *&c.* only chargeable for their own Receipts, *&c.*

A Releaſe of Lands, a Park lately diſparked, &c. *(which have been ſettled to charitable Uſes) to the Uſe of the Releaſors and Releſſees.* N° 5.

THIS Indenture, made the tenth Day of *September Anno Domini* 1730, and in the fourth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God King of *Great Britain, &c.* between *Aaron Arne* of *London*, Merchant, *Bryan Beal* of the City of *Canterbury*, M. D. and *Daniel Dunn* of *Emden* in the County of *Rutland*, of the one Part, and *William Ward* and *Andrew Alton*, both of *Lincoln's Inn* in the County of *Middleſex*, Eſqs; *Benjamin Bryan* of *London*, Gent. and *Charles Crew* Citizen and Embroiderer of *London*, of the other Part, witneſſeth, That for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn* in hand paid by the ſaid *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn* thereunto eſpecially moving, they the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn* have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs and Aſſigns, all thoſe the Manors of *Fynd* and *Gand*, with their and every of their Rights, Members and Appurtenances in the ſaid County of *Rutland*; and alſo all and every other the Manors, Meſſuages, Lands, Crofts, Cloſes, Meadows, Paſtures, Garths, Tenements and Hereditaments whatſoever, not being Copyhold but Freehold or Charterhold, which by Indenture bearing Date on or about the tenth of *Auguſt* 1654, and made or mentioned to be made between *Humphry Hall*, Brother and next Heir of *John Hall*, then late of *Fynd* in the ſaid County of *Rutland*, Gent. deceaſed, *Kenelm Keate* then of *Londs* in the ſame County, Eſq; *Martin Keate*, Eſq; then Son and Heir apparent of the ſaid *Kenelm Keate*, and *Olivia* then Wife of the ſaid *Martin Keate*, and the only Daughter and Heir apparent of the ſaid *Humphry Hall*, and *Prudence Penn* then of *Quigg* in the ſaid County of *Rutland*, Widow, of the one Part, and *John Jones* then of *Gray's Inn* in the ſaid County of *Middleſex*, Eſq; of the other Part, and afterwards inrolled in Chancery on the twenty-eighth Day of the ſame Month, were granted, bargained, ſold and confirmed unto the ſaid *John Jones*, to hold to him and his Heirs, or were therein meant or mentioned ſo to be; all which ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes, are ſituate, lying or being in *Fynd* aforeſaid and the Pariſh of *Renes*, or one of them, in the ſaid County of *Rutland*; and alſo all that Meſſuage or Tenement, with the Appurtenances, and one Toft or Croft thereunto belonging, containing by Eſtimation two Acres, ſituate, lying and being in *Sams* in the ſaid County of *Rutland*. [*Here follow more Parcels.*] And all and ſingular other the Meſſuages, Lands, Tenements and Hereditaments in *Sams* aforeſaid, which by Indenture of Feoffment bearing Date on or about the twelfth Day of *September*, 1662, and in the fourteenth Year of the Reign of King *Charles* the Second, and made or mentioned to be made between *Titus Tall* then of *Vam* in the ſaid County of *Rutland*, Gent. *Winefred* his Wife, and *Xerxes Tall*, then Son and Heir of the ſaid *Titus Tall*, of the one Part, and the ſaid *John Jones* and Sir *Zacheus Zouch* of *Axton Hall* in the County of *Rutland*, Baronet, of the other Part (and executed by Livery and Seiſin) were granted, enfeoffed and confirmed unto the ſaid *John Jones* and

The Parties.

The Conſiderations.

The Grant, Releaſe, *&c.*

The Parcels, deſcribed by a former Conveyance of them.

and Sir *Zacheus Zouch* and their Heirs, to the only Uſe of the ſaid *John Jones* and his Heirs, or were meant or mentioned ſo to be; and alſo all that Park or incloſed Ground ſometime uſed as a Park, and now or late diſparked, commonly called or known by the Name of *Harne* Park in the ſaid County of *Rutland*, with the Rights, Members and Appurtenances thereof; and all Houſes and Lodges therein or thereunto belonging; and alſo all that Cloſe or Parcel of Ground commonly called *Bruton*, or by whatſoever Name the ſame is called, ſometime incloſed within the ſaid Park, and ſometime Parcel or reputed Parcel of the Honour of *Condell*, and Parcel or reputed Parcel of the Dutchy of *Lancaſter* in the ſaid County of *Rutland*; and all and ſingular Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, and Soil and Ground of Woods and Underwoods, Warrens, free Warrens, Chaſes, Waters, Watercouſes, Fiſhings, Ponds, Pools, Ditches, Hedges, Quickſets, Walls, Pales, Mounds, Liberties, Franchiſes, Immunities, Rights, Juriſdictions, Profits, Commodities, Emoluments and Hereditaments to the ſame Park and Cloſe belonging, or in any wiſe appertaining, or therewith or with any Part thereof uſually demiſed, uſed, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of the ſame, or of any Part or Parcel thereof, and all and ſingular other the Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in or near *Harne* Park aforeſaid, which by Indenture bearing Date the tenth Day of *Auguſt* in the Year of our Lord 1654, made or mentioned to be made, between Sir *David Diggs* of *Eaſt Ham* in the County of *Flint*, Baronet, of the one Part, and the ſaid *John Jones* of the other Part, were granted, enfeoffed and conveyed to and to the Uſe of the ſaid *John Jones* and his Heirs, or were therein meant or mentioned ſo to be, together with their and every of their Appurtenances: All which ſaid Manors, Meſſuages, Park, Lands, Hereditaments and Premiſſes, were late the Eſtate of Dame *Grace Godwin*, late of the City of *Canterbury*, Widow, deceaſed; and by Indenture of Leaſe and Releaſe bearing Date reſpectively the fourteenth and fifteenth Days of *Auguſt* which was in the Year of our Lord 1705, and made or mentioned to be made between the ſaid Dame *Grace Godwin*, of the firſt Part, and *Lawrence Lane* the Elder, then of *Marran* in the ſaid County of *Flint*, Gentleman, *Matthew Mayne* then of the Pariſh of *Nort* in the ſaid County of *Flint*, Eſq; (afterwards Sir *Matthew Mayne*, Knt.) *Nathaniel Noon* then of *Lincoln's Inn* aforeſaid, Eſq; and *Owen Offley* then of *Marran* aforeſaid, Merchant (all ſince deceaſed) and the ſaid *Aaron Arne* and *Bryan Beal*, (by the Name of *Bryan Beal* of the City of *Canterbury*, Gentleman) and the ſaid *Daniel Dunn*, of the other Part, were granted and conveyed by the ſaid Dame *Grace Godwin* unto the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and their Heirs and Aſſigns, to the Uſe of the ſaid Dame *Grace Godwin* and her Aſſigns, for the Term of her natural Life, without Impeachment of Waſte; and from and after the Deceaſe of the ſaid Dame *Grace Godwin*, then to the only Uſe and Behoof of the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and of their Heirs and Aſſigns for ever, and are ſince by Right of Survivorſhip legally and abſolutely veſted in them the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, in Fee-ſimple; and alſo all other the Freehold and Charterhold Manors, Meſſuages, Farms, Parks, Lands, Tenements and Hereditaments whatſoever, ſituate, lying or being within the Towns, Pariſhes, Fields, Precincts or Territories of *Fynd*, *Reynes*, *Vam*, *Sams* and *Condell*, ſome or any of them in the ſaid County of *Rutland*, in or near *Harne* Park, and *Bruton* aforeſaid, or either of them, which in and by the ſaid Indentures of Leaſe and Releaſe of the fourteenth and fifteenth Days of *Auguſt* 1705, were granted and conveyed by the ſaid Dame *Grace Godwin* unto the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and their Heirs as aforeſaid, or mentioned or intended ſo to be, with their and every of their Rights, Privileges and Appurtenances (all which ſaid Manors, Meſſuages, Park, Lands, Hereditaments and Premiſſes are now in the actual Poſſeſſion of the ſaid *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, by virtue of a Bargain and Sale to them thereof made by the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, for the Term of one whole Year, in conſideration of 5*s.* to them paid by the

A Park lately diſparked.

General Words.

Deſcription by a former Conveyance of the Whole to many Truſtees.

The Uſes of that Conveyance.

The Premiſſes by Survivorſhip in the now Grantors.

Bargain, &c. for a Year mentioned.

the ſaid *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by force of the Statute for transferring Uſes into Poſſeſſion made and provided); And the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and of each and every or any of them, of, in, to or out of the ſaid Manors, Meſſuages, Park, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Manors, Meſſuages, Park, Cloſes, Lands, Tenements, and Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby releaſed and conveyed, with their and every of their Appurtenances, unto the ſaid *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of them the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, and of their Heirs for ever. And the ſaid *Aaron Arne* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs and Aſſigns, that he the ſaid *Aaron Arne* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof the Premiſſes hereby, or mentioned to be hereby releaſed and conveyed, or any Part thereof, is, are, ſhall or may be impeahced, charged or incumbered, in Title, Charge, Eſtate or otherwiſe howſoever. [*Memorandum*, The like Covenant from *Bryan Beal* and *Daniel Dunn* diſtinct.) In witneſs, *&c.*

General Words.

Habendum to the now Grantees in Fee.

To the Uſe of the Grantors and Grantees.

The Grantors ſeverally covenant that they have not incumbered.

A Releaſe of Lands, &c. *(ſettled to charitable Uſes) by the ſurviving Truſtees to new Truſtees, upon Truſts (referred to) in another Deed of this Date.* N° 6.

THIS Indenture made the twelfth Day of *November Anno Domini* 1712, and in the eleventh Year of the Reign of our Sovereign Lady *Anne*, *&c.* between *Auſtin Aſton* and *Bruen Bray* the Elder, of *London*, Merchants, and *Caleb Coe* of *London*, Weaver, of the one Part, and *David Diggs* of *Etten* in the County of *Flint*, Merchant, *Bruen Bray* the Younger, of *London*, Merchant, *Gregory Gale* Citizen and Dyer of *London*, *Henry Hill* of *London*, Grocer, *James Joy* of *London*, Stationer, and *Kenelm Keate* Citizen and Grocer of *London*, of the other Part, witneſſeth, That for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to them the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe* in hand paid by the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good and valuable Cauſes and Conſiderations them the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe*, them thereunto eſpecially moving, they the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe* have, and each of them hath granted, bargained, ſold, aliened, releaſed and confirmed; and by theſe Preſents do, and each of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, their Heirs and Aſſigns, all that Meſſuage and four Tenements (which before the late Rebuilding thereof were only three Tenements), three Roods of Land, adjoining and lying on the Backſide of the ſaid Tenements, and the Barns, Stables, Orchards, Gardens, Backſides, Fiſh-Ponds and Grounds adjoining to the Way leading to *Luſan*, belonging to the ſaid Meſſuage and Tenements; and alſo the Dove-Houſe now or lately decayed, and Liberty of one Dove-Houſe, and Part of the Dove-Houſe Cloſe, with the Fiſh-Pond therein, now or lately called *Murton Cloſe*; and one Piece of Paſture Ground now or lately called the *Worts End*; and alſo one Cloſe of Paſture, containing two Acres more or leſs; and alſo another Cloſe of Paſture called the ſix Acres; all which ſaid Meſſuage, and

The Parties.

The Conſideration,

The Grant, Releaſe, *&c.*

The Parcels.

ſeveral Tenements, with the ſeveral and reſpective Cloſes and Paſture Ground, and the Premiſſes hereby, or intended to be hereby granted and releaſed, contain together by Eſtimation fourteen Acres or thereabouts, be the ſame more or leſs, and were heretofore in the Tenure or Occupation of *Oliver Oldys*, *Paul Prat*, *Ralph Roll* and *Simon Slade*; and alſo all and ſingular Houſes, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Backſides, Lands, Tenements, Ways, Waters, Commons, Common of Paſture, Profits, Commodities, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage, and ſeveral Tenements, Lands, Hereditaments and Premiſſes, or any of them belonging, or in any wiſe appertaining, or therewith, or with any Part thereof uſed, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member thereof, or of any Part thereof; and alſo all Woods, Underwoods, Timber and Trees now ſtanding, growing or being in or upon the Premiſſes hereby, or intended to be hereby granted and releaſed, or in or upon any Part or Parcel thereof, which ſaid Meſſuage, Tenement, Cloſes, Lands and Premiſſes, were by certain Indentures of Leaſes and Releaſe, bearing Date on or about the twelfth and thirteenth Days of *November* which was in the Year of our Lord 1687, and made or mentioned to be made between *Thomas Tall* of *London*, Eſq; *Valentine Veal* and *Walter Wall* of *London*, Merchants, and *Xantippe Xoll* of *London*, Widow, of the one Part, and *Zacheus Zouch*, *Abel Aſh*, the ſaid *Auſtin Aſton* and *Bruen Bray* the Elder, *Bryan Beal*, *Charles Carr*, and the ſaid *Caleb Coe*, of the other Part, granted and conveyed to the ſaid *Zacheus Zouch*, *Abel Aſh*, *Auſtin Aſton*, *Bruen Bray* the Elder, *Bryan Beal*, *Charles Carr*, and the ſaid *Caleb Coe*, their Heirs and Aſſigns, to the Uſe of them and their Heirs and Aſſigns, and are ſince by Survivorſhip come to and veſted in the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder and *Caleb Coe*; (all which ſaid Meſſuage, Tenements, Lands, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, by virtue of a Bargain and Sale to them thereof by the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe*, for the Term of one whole Year, commencing from the Feaſt-Day of Saint *John* the Baptiſt laſt paſt before the Date hereof, in conſideration of 5*s*. a-piece to them paid by the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and made or mentioned to be made between the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe*, of the one Part, and the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, of the other Part, and by force of the Statute for Transferring Uſes into Poſſeſſion) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Meſſuage, Tenements, Lands, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Inheritance, Property, Profit, Claim and Demand whatſoever of them the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe*, and of every or any of them, of, in, to or out of the ſame Meſſuage, Lands, Tenements and Premiſſes, or any of them, or any Part or Parcel thereof, and all Deeds, Evidences and Writings touching, or in any wiſe concerning the Premiſſes, or any Part thereof, which they or any of them now have in their or any of their Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid Meſſuage, Tenements, Woods, Lands, Hereditaments, and all and ſingular other the Premiſſes hereby, or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, and *Henry Hill*, *James Joy* and *Kenelm Keate*, their Heirs and Aſſigns for ever, to the only proper Uſe and Behoof of them the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, and *Henry Hill*, *James Joy* and *Kenelm Keate*, their Heirs and Aſſigns for ever; Upon ſuch Truſts as are or are mentioned to be, expreſſed and declared of and concerning the ſame, in and by one Indenture bearing even Date with theſe Preſents, made or mentioned to be made between the ſaid *David Diggs*, *&c.* of the one Part, and the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe*, of the other Part. And the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe*, do hereby for themſelves ſeverally and reſpectively,

General Words.

Further Deſcription by former Conveyance to the now Grantors and others.

and by Survivorſhip in the now Grantors.

Bargain for a Year mentioned.

General Words.

Deeds.

Habendum

to the now Grantees in Fee,

to their Uſe in Fee,

upon Truſts in a Deed of even Date.

The Grantors covenant reſpectively,

reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, and not one of them for the other of them, or for the Acts, Deeds, Heirs, Executors or Adminiſtrators, the one of the other; but each and every of them only for his own Acts, Deeds, Heirs, Executors and Adminiſtrators, covenant, promiſe and agree with the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, and *Henry Hill*, *James Joy* and *Kenelm Keate*, their Heirs and Aſſigns, in manner following; that is to ſay, That they the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe* reſpectively, have not at any Time heretofore made, done, committed, or wittingly or willingly ſuffered, any Act, Matter or Thing whatſoever, whereby, or by means whereof the Premiſſes, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. And further, that they the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe* reſpectively, their reſpective Heirs, and all and every other Perſon and Perſons having, or lawfully claiming, or which ſhall or may have, or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Premiſſes, or any of them, or any Part thereof, by, from or under them reſpectively, ſhall and will from Time to Time, and at all Times hereafter during the Space of ſeven Years next enſuing the Date hereof, at the Requeſt, Coſts and Charges of the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, or the Survivors or Survivor of them, or the Heirs or Aſſigns of the Survivor, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Aſſuring and Conveying the ſaid Meſſuage, Tenements, Lands, Hereditaments and Premiſſes, unto the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, their Heirs and Aſſigns, be it by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, or the Survivors or Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further, or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be required to make and do the ſame, ſhall not be compelled or compellable for making or doing thereof, to go or travel above five Miles from their then reſpective Dwellings or Places of Abode. In witneſs, *&c.*

that they have not incumbered,

and to make further Aſſurances.

The Deed of Declaration of Truſts (referred to by the Deed next preceding) by which the new Truſtees declare and ſpecify the Truſts, to pay to godly Poor, to appoint Times and Places for meeting to execute the Truſts, to appoint a Receiver to account, &c. *to fill up their Number. Power to leaſe,* &c. *as in the Margin.* N° 7.

THIS Indenture, made the ſeventh Day of *October Anno Domini* 1711, and in the tenth Year of the Reign of our Sovereign Lady *Anne*, *&c.* between *David Diggs* of *Etten* in the County of *Flint*, Merchant, *Gregory Gale* Citizen and Dyer of *London*, *Bruen Bray* the Younger of *London*, Merchant, *Henry Hill* of *London*, Grocer, *James Joy* of *London*, Stationer, and *Kenelm Keate* of *London*, Grocer, of the one Part, and *Auſtin Aſton* and *Bruen Bray* the Elder of *London*, Merchants, and *Caleb Coe* of *London*, Weaver, of the other Part. Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day before the Date of the Releaſe, and the Releaſe bearing even Date with theſe Preſents, and both made or mentioned to be made between the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder and *Caleb Coe*, of the one Part, and the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, of the other Part, the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe*, for the Conſiderations

The Parties.

The Conveyance by Leaſe and Releaſe recited, by which former Truſtees (now Parties of the ſecond Part) conveyed to the preſent Truſtees (the now Parties of the firſt Part) in Fee.

Conſiderations therein mentioned, did grant, bargain, ſell, alien, releaſe and confirm, unto the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, their Heirs and Aſſigns, all that Meſſuage and four Tenements (which before the late Rebuilding thereof were only three Tenements) three Roods of Land adjoining and lying on the Backſide of the ſaid Tenements, and the Barns, Stables, Orchards, Gardens, Backſides, Fiſh-Ponds, and Ground adjoining to the Way leading to *Luſan* belonging to the ſaid Meſſuage and Tenements; and alſo the Dove-Houſe now or lately decayed, and Liberty of one Dove-Houſe, and Part of the Dove-Houſe Cloſe, with the Fiſh-Pond therein, now or lately called *Murton Cloſe*; and one Piece of Paſture Ground now or lately called *Norts End*; and alſo one Cloſe of Paſture called the *Six Acres*; all which ſaid Meſſuage and ſeveral Tenements, with the ſeveral and reſpective Cloſes of Paſture Ground, and other the Premiſſes thereby, or intended to be thereby granted and releaſed, contain together by Eſtimation fourteen Acres or thereabouts, be the ſame more or leſs, and were heretofore in the Tenure or Occupation of *Oliver Oldys*, *Paul Prat*, *Ralph Roll* and *Simon Slade*, ſome or one of them, and now or late in the Tenure or Occupation of *Andrew Aſtry* and *Paul Prat*, their or one of their Aſſigns, or Under-tenants, by Virtue of one Leaſe to them thereof heretofore made by *Barnard Brown*, ſometime of *Condell* in the ſaid County of *Flint*, Eſq; deceaſed, which ſaid Leaſe is yet in Being; all which Premiſſes are ſituate, lying and being within the Pariſh, Hamlets and Precincts of *Down Hill* in the ſaid County of *Flint*, and do abut upon *Enden* Lane towards the South, and *Luſan Cloſe*, and the other Part of *Murton Cloſe*, and the Lands late or ſometime heretofore of *Fulk Fry*, Eſq; on the North, and the ſaid Lane leading from *Enden* Lane to *Luſan* towards the Eaſt, and upon *Grove* Lane, and the Lands now or ſometime heretofore of *Hugh Hart*, Eſq; towards the Weſt, and heretofore Part of the Inheritance of *John Jell*, Eſq; and alſo all and ſingular Houſes, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Backſides, Lands, Tenements, Ways, Waters, Commons, Common of Paſture, Profits, Commodities, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage, and ſeveral Tenements, Lands, Hereditaments and Premiſſes, or any of them belonging, or in any wiſe appertaining, or therewith or with any Part thereof uſed, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member thereof, or of any Part thereof; And alſo all Woods, Underwords, Timber and Trees now ſtanding, growing, or being in or upon the thereby, or intended to be thereby granted Premiſſes, or in or upon any Part or Parcel thereof; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Premiſſes, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Profit, Inheritance, Claim and Demand whatſoever, either in Law or Equity, of them the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder, and *Caleb Coe*, or of any of them, of, in, to or out of the ſame Premiſſes, or any Part thereof; To hold the ſaid Meſſuage, Tenements, Roods, Lands, Hereditaments, and all and ſingular the thereby, or intended to be thereby granted Premiſſes, with their Appurtenances, unto the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, their Heirs and Aſſigns for ever, to the only proper Uſe and Behoof of them the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, their Heirs and Aſſigns for ever, upon ſuch Truſts as ſhould be mentioned, expreſſed and declared of and concerning the ſame in and by theſe Preſents, as in and by the ſaid recited Indentures, Relation being thereunto had, may more fully and at large appear. Now therefore this Indenture witneſſeth, That it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, do hereby agree, teſtify and declare, that the ſaid Meſſuage, Tenements, Cloſe, Lands and Premiſſes ſo conveyed to them, their Heirs and Aſſigns as aforeſaid, are and were ſo conveyed upon this ſpecial Truſt and Confidence, that they, their Heirs and Aſſigns, ſhall and do pay and diſpoſe of the Rents and Profits of the Premiſſes, To or to the Uſe of ſuch poor godly Perſons as they, or the Survivors of them, or the major Part of them, or ſuch other Perſon and Perſons as ſhall hereafter be nominated and appointed by the ſaid *David*

General Words.

Habendum to the now Truſtees in Fee,

upon Truſts to be declared hereby.

The now Truſtees, &c. declare the Truſt,

to pay the Profits to poor godlyperſons,

Digg, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, or any Two or more of them, to execute the ſaid Truſt, ſhall think meet, in purſuance of the laſt Will and Teſtament of the ſaid *Barnard Brown*, bearing Date on or about the eighth Day of *October* which was in the Year of our Lord 1668. And for the better Performance of the Truſt aforeſaid, it is hereby further declared and agreed, by and between all the ſaid Parties to theſe Preſents, and the ſaid *David Diggs*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, and not the one of them for the other of them, or for the Acts, Deeds, Heirs, Executors or Adminiſtrators, the one of the other, covenant and agree with the ſaid *Auſtin Aſton*, *Bruen Bray* the Elder and *Caleb Coe*, their Heirs, Executors and Adminiſtrators, by theſe Preſents, in manner following; that is to ſay, That they the ſaid *David Digg*, *Gregory Gale*, *Bruen Bray* the Younger, *Henry Hill*, *James Joy* and *Kenelm Keate*, or ſome of them, ſhall and will appoint ſome Time and Place for their Meeting, and putting in execution the Truſt aforeſaid, and then and there ſhall and will chuſe one from amongſt the whole Number of themſelves to receive or take care of the Receiving of the Rents, Iſſues and Profits of the ſaid Premiſſes, and in whoſe Hands and Cuſtody the Writings and Conveyances formerly and already made, or hereafter to be made touching the ſame Premiſſes, ſhall or may be, and continue, who is to obſerve and follow ſuch Orders and Directions for and concerning his Receipts and Diſburſements thereof, or otherwiſe, as from Time to Time he ſhall receive from the reſt of the ſaid Truſtees, or the Survivors of them, or the major Part of them, and ſhall from Time to Time render, or give to the reſt of the ſaid Truſtees, or the Survivors of them, or the major Part of them, a juſt and true Account in Writing of all his Receipts and Payments, at ſuch Times and Place as ſhall be from Time to Time appointed by the reſt of the ſaid Truſtees, or the major Part of them; and that in caſe of the Death or other Removal of ſuch Perſon choſen to receive and diſburſe the Rents and Profits of the ſaid Premiſſes as aforeſaid, one other Perſon is to be and ſhall be thereupon, and from Time to Time choſen by the major Part of the ſurviving Truſtees from and amongſt and of themſelves, who in all reſpects is to do, obſerve and perform as is herein before particularly mentioned to be done, obſerved and performed by him who ſhall be firſt choſen to the ſaid Employment as aforeſaid; and that at the Time of ſuch Meeting, or at any other Time to be appointed by the ſaid Truſtees, or the Survivor of them, or the major Part of them, they or the major Part of them ſhall nominate and appoint ſuch poor godly Perſons from Time to Time to be Partakers of the ſaid Charity, and in what Proportion, and for what Time the ſame ſhall be continued to any one or more of ſuch Perſons ſo to be nominated and appointed as aforeſaid, as they the ſaid Truſtees, or the Survivor of them, or the major Part of them, ſhall judge meet; and alſo that whilſt any Three or Two at the leaſt of the ſaid Truſtees ſhall live or ſurvive the other of the ſaid Truſtees, ſuch Three or Two of the Survivors ſhall within three Kalendar Months next after the Death of the laſt of the Four or Five of the ſaid Truſtees who ſhall firſt die, by due Courſe of Law convey the ſaid Premiſſes with the Appurtenances under the Truſt aforeſaid, to Seven ſuch other Perſons of Piety and Integrity, and their Heirs, as ſhall be judged by ſuch Survivors fit for performing the ſame, which ſaid Seven Perſons ſo to be choſen as aforeſaid are to perform the ſaid Truſt in all Things as if they had been herein particularly named, and had been Parties to theſe Preſents, it being the true Intent and Meaning of all the Parties hereunto, and ſo by them hereby declared and agreed, that the like Order and Method as is hereby obſerved ſhall from Time to Time for ever be obſerved and purſued in conveying the ſaid Premiſſes, and performing the ſaid Truſt, whenever Three or Two at the leaſt of the Truſtees for the Time being ſhall only be ſurviving; and for that Purpoſe ſuch new Truſtees to be choſen as aforeſaid are from Time to Time to ſeal and execute the like Indenture or Counterpart with theſe Preſents, to be made between them and ſuch Three or Two ſurviving Truſtees as ſhall convey to them the Intereſt of the ſaid Premiſſes as aforeſaid. And it is hereby declared and agreed, that the ſaid Meſſuage, Lands and Tenements, or any Part thereof, ſhall not at any Time hereafter by any of the ſaid Truſtees who are either Parties to theſe Preſents, or who ſhall at any Time hereafter be concerned

in purſuance of the laſt Will of the Donor.

The Truſtees covenant,

to appoint Time and Place of Meeting to execute the Truſts, and to chuſe one to receive Rents, and keep the Writings, and to obſerve Directions,

and to account,

and in caſe of his Death or Removal to chuſe another.

And that the Majority of them ſhall nominate poor godly Perſons to partake of the Charity,

and on Death of four or five Truſtees to convey the Premiſſes, &c. to ſupport the Truſt,

and to purſue the like Order and Method, &c.

The Truſtees *pro tempore* to leaſe without Fine,

cerned as Truſtees for the Performance of the Truſt aforeſaid, be leaſed or demiſed to any Perſon or Perſons upon any Fine or Fines to be taken for the Abatement or Decreaſe of the ſaid Rent thereof, but only at the full yearly Value that can be reaſonably had or gotten for the ſame; and that the ſaid Premiſſes ſhall either be let from Year to Year, or by Leaſe not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion; and if the ſame Rents ſhall be improved or diminiſhed, yet the ſame ſhall be without Benefit or Prejudice to the ſaid Truſtees, and ſhall only and wholly be diſpoſed of and employed according to the Truſts hereby in them repoſed, with the Allowance of all neceſſary Charges and Defalcations which the ſaid Premiſſes may be duly liable to. And laſtly, It is hereby declared and agreed, that every of the Truſtees, Parties to theſe Preſents, ſhall be only accountable for and chargeable with their own reſpective Accounts in and about the Premiſſes, and the ſaid Truſt, and not one of them for any others of them, or for the Acts of any other of them. And that all Coſts, Charges, Damages and Expences which ſhall or may be expended or ſuſtained by the Truſtees for the Time being, or any of them, in or about the Execution of the ſaid Truſt in them repoſed, or to be repoſed as aforeſaid, or for or concerning their Title in and to the Premiſſes, or any Part thereof, or touching or concerning the Matters or Things herein contained, or otherwiſe howſoever touching the Truſt, ſhall always in the firſt place be allowed unto them, and every of them, and they are hereby impowered to deduct the ſame out of the Rents and Profits of the ſaid Premiſſes. In witneſs, *&c.*

and not exceeding twenty-one Years, in Poſſeſſion.

The Rents improved or diminiſhed to be without Benefit or Loſs to Truſtees.

The Truſtees accountable each for his own Acts only.

Expences to be borne by the Truſt-eſtate.

No. 8. *A Deed of Releaſe from one to many, ſuppoſed in Truſt for Charitable Uſes, though no Notice taken of them in this Deed.*

THIS Indenture, made the tenth Day of *July Anno Domini* 1720, and in the ſeventh Year of the Reign of our Sovereign Lord *George*, *&c.* between *Anne Archer* of the City of *Canterbury*, Widow, of the one Part, and *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, of *London*, Gentleman, *Edmund Eades* of *London*, Eſq; *Felix Foot* and *George Gill* of *London*, Merchants, *Henry Hulſe* of *London*, Brewer, *John Joy* the elder of *London*, Stationer, *Kenrick Kirby* of *London*, Apothecary, *Lewis Love* the Younger of *London*, Gent. and *Mark Archer* the Younger of *London*, Tobacconiſt, of the other Part, witneſſeth, That for and in conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain*, to the ſaid *Anne Archer* in hand paid by the ſaid *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, *Edmund Eades*, *Felix Foot*, *George Gill*, *Henry Hulſe*, *John Joy*, *Kenrick Kirby*, *Lewis Love*, and *Mark Archer*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof ſhe doth hereby acknowledge, and for divers other good Cauſes and Conſiderations her thereunto moving, ſhe the ſaid *Anne Archer* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, *Edmund Eades*, *Felix Foot*, *George Gill*, *Henry Hulſe*, *John Joy*, *Kenrick Kirby*, *Lewis Love*, and *Mark Archer*, their Heirs and Aſſigns, all that great Meſſuage or Tenement, with the Orchard, Garden, and other the Appurtenances thereto belonging, as the ſame Meſſuage is, or late was divided and let into ſeveral ſmall Tenements or Dwelling-houſes, ſituate and being in the Pariſh of *Nuttar* in the ſaid City of *Canterbury*; and alſo the Pump ſtanding or being near to the Paſſage into the Premiſſes from the Street, all which ſaid Premiſſes now are or late were in the Poſſeſſions or Occupations of *Oliver Osborn*, *Philip Penn*, and *Richard Rich*, or ſome or one of them, together with all Houſes, Out-houſes, Buildings, Ways, Walls, Fences, Mounds, Orchards, Gardens, Backſides, Eaſements, Profits, Advantages and Hereditaments whatſoever, to the ſaid Meſſuage, Tenement or Dwelling-houſes and Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them belonging or in any wiſe appertaining, or accepted, reputed, taken, known, uſed or enjoyed as Part, Parcel, or Member thereof, or of any Part thereof; and all other the Meſſuages or Tenements, Ground and Hereditaments, with their Appurtenances, ſituate and being within the ſaid Pariſh of *Nuttar*, which were granted and conveyed unto, and to the Uſe of her the ſaid *Anne Archer*, her Heirs and Aſſigns, by *Saul Strut* of the City of *Canterbury*, Yeoman,

The Parties.

The Conſideration 10 *s.*

The Grant, Releaſe, *&c.*

The Parcels.

General Words.

and

and *Tabitha* his Wife, by Indentures of Leaſe and Releaſe bearing Date reſpectively the tenth and eleventh Days of *November* now laſt paſt, and Fine thereupon levied; (all which ſaid Meſſuages, Tenements or Dwelling-Houſes, Yards, Backſides, Garden, Orchard and Premiſſes mentioned or intended to be hereby granted or releaſed, are now in the actual Poſſeſſion of them the ſaid *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, *Edmund Eades*, *Felix Foot*, *George Gill*, *Henry Hulſe*, *John Joy*, *Kenrick Kirby*, *Lewis Love* and *Mark Archer*, by virtue of a Bargain and Sale to them thereof made by the ſaid *Anne Archer* for the Term of one whole Year, in conſideration of 5 *s.* by Indentures bearing Date the Day next before the Day of the Date hereof, and made or mentioned to be made between the ſame Parties as are Parties to theſe Preſents, and by force of the Statute for Transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Meſſuage, Tenements or Dwelling-Houſes, Yard, Backſide, Garden, Orchard, Hereditaments and other the Premiſſes mentioned, or intended to be hereby granted and releaſed, and of every of them, and every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of her the ſaid *Anne Archer*, of, in, to or out of the ſame Meſſuage, Tenements or Dwelling-Houſes, Yard, Garden, Orchard, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, and all Deeds, Evidences or Writings touching, or in any wiſe concerning the hereby granted and releaſed Premiſſes only, or only any Part thereof, which ſhe the ſaid *Anne Archer* now hath in her Cuſtody, or can come by without Suit in Law; To have and to hold the ſaid great Meſſuage, Tenements or Dwelling-Houſes, Yard, Backſide, Garden, Orchard, Hereditaments, and all and ſingular other the Premiſſes mentioned, or intended, to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, *Edmund Eades*, *Felix Foot*, *George Gill*, *Henry Hulſe*, *John Joy*, *Kenrick Kirby*, *Lewis Love* and *Mark Archer*, their Heirs and Aſſigns for ever, to the only proper Uſe and Behoof of them the ſaid *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, *Edmund Eades*, *Felix Foot*, *George Gill*, *Henry Hulſe*, *John Joy*, *Kenrick Kirby*, *Lewis Love*, and *Mark Archer*, and of their Heirs and Aſſigns for ever, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are to be mentioned and expreſſed, and declared of and concerning the ſame Premiſſes, in and by one Indenture bearing even Date herewith, and made or mentioned to be made between the ſaid *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, *Edmund Eades*, *Felix Foot*, *George Gill*, *Henry Hulſe*, *John Joy*, *Kenrick Kirby*, *Lewis Love*, and *Mark Archer*, of the one Part, and the ſaid *Anne Archer*, of the other Part; and the ſaid *Anne Archer* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, *Edmund Eades*, *Felix Foot*, *George Gill*, *Henry Hulſe*, *John Joy*, *Kenrick Kirby*, *Lewis Love* and *Mark Archer*, their Heirs and Aſſigns in Manner and Form following; that is to ſay, That ſhe the ſaid *Anne Archer* hath not at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof the Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate or otherwiſe howſoever. And further, That ſhe the ſaid *Anne Archer* and her Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Meſſuage, Tenements or Dwelling-Houſes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, by, from or under her, them, or any of them, ſhall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next enſuing the Date hereof, at the Requeſt, Coſts and Charges of the ſaid *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, *Edmund Eades*, *Felix Foot*, *George Gill*, *Henry Hulſe*, *John Joy*, *Kenrick Kirby*, *Lewis Love* and *Mark Archer*, or the Survivors or Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch

Bargain for a Year mentioned.

General Words.

Deeds.

Habendum to the Grantees in Fee.

upon Truſts to be declared by another Deed of equal Date.

The Grantrix covenants that ſhe hath not incumber'd.

And to make further Aſſurances.

ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, and more perfect and abſolute granting and conveying the ſaid Meſſuage, Tenements and Dwelling-Houſes, Hereditaments and Premiſſes mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto the ſaid *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, *Edmund Eades*, *Felix Foot*, *George Gill*, *Henry Hulſe*, *John Joy*, *Kenrick Kirby*, *Lewis Love* and *Mark Archer*, their Heirs or Aſſigns, be it by Fine or Feoffment, Common Recovery or otherwiſe howſoever, as by the ſaid *Bryan Bigg*, *Charles Carr*, *Dennis Dent*, *Edmund Eades*, *Felix Foot*, *George Gill*, *Henry Hulſe*, *John Joy*, *Kenrick Kirby*, *Lewis Love* and *Mark Archer*, the Survivors or Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, or their or any of their Counſel learned in the Law, ſhall be reaſonably adviſed, deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his, her or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof to go or travel above five Miles from their then reſpective Dwellings or Places of Abode. In witneſs, *&c.*

No. 9. *A Declaration of the Truſt of a Leaſe of a Meeting-Houſe, by the Paſtor, who is the Leſſee.*

A Leaſe of a Meeting-Houſe for Diſſenters to their Paſtor recited.

TO all to whom theſe Preſents ſhall come, I *Amos Allen* of *Bidford* in the County of *Cornwall*, Gent. ſend Greeting. Whereas by Indenture of Leaſe bearing Date the Day next before the Day of the Date of theſe Preſents, and made or mentioned to be made between *Denzil Deal*, of *Bidford* aforeſaid, Eſq; of the one Part, and me the ſaid *Amos Allen* of the other Part, the ſaid *Denzil Deal* for and in conſideration, and by virtue of the Licence and Authority therein mentioned, did leaſe, ſet, and to Farm let unto me the ſaid *Amos Allen* all that Piece or Parcel of Ground, being Copyhold, held of the Manor of *Bidford* aforeſaid, lying and being in *Bidford*, abutting Eaſt upon certain Out-Houſes or Buildings belonging to the Dwelling-Houſe of the ſaid *Denzil Deal*, Weſt upon a certain Way or Paſſage leading into the Garden-ground or Orchard, now or late in the Poſſeſſion of *Edmund Ellis*, South upon the ſame Garden-ground or Orchard, and North upon other Buildings or Out-houſes belonging to the ſaid Dwelling-houſe of the ſaid *Denzil Deal*, and containeth in Length from Eaſt to Weſt ſixty Feet of Aſſize or thereabouts, and in Breadth from North to South forty Feet of Aſſize or thereabouts, as the ſame is morked out and divided from the ſaid Garden-ground or Orchard, now or late in the Poſſeſſion of the ſaid *Edmund Ellis*, upon which ſaid Piece or Parcel of Ground, or on ſome Part thereof, is now erected and ſtanding a Building or Meeting-houſe, or Place uſed for Religious Worſhip for the Society or Congregation of Proteſtant Diſſenters, whereof I the ſaid *Amos Aſh* am now the Paſtor or Miniſter; and alſo all other Erections and Buildings erected and built, or to be erected and built upon the ſaid Piece or Parcel of Ground thereby or intended to be thereby leaſed, or any Part thereof, together with the Way or Paſſage to the ſame, as it is now uſed and enjoyed, and all Lights, Eaſements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatſoever to the ſaid Piece or Parcel of Ground, Meeting-houſe and Premiſſes thereby, or intended to be thereby leaſed, or any Part thereof belonging or appertaining, or to or with the ſame uſed, occupied or enjoyed; To hold unto me the ſaid *Amos Allen*, my Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of the Birth of our Lord *Chriſt* next enſuing the Date hereof, for the Term of twenty-one Years from thence next enſuing and fully to be compleat and ended, at and under the yearly Rent of 5 *l.* payable Quarterly, as therein is mentioned, as in and by the ſaid recited Indenture, Relation being thereunto had, may more fully and at large appear. Now know ye, That I the ſaid *Amos Allen* do hereby declare and agree, that the ſaid recited Leaſe ſo made to me, my Executors, Adminiſtrators and Aſſigns as aforeſaid, was not made for mine and their own private Uſe, Benefit or Advantage, but only in Truſt, and to the End and Intent, that the ſaid Building, Meeting-

The Declaration of the Truſt, that the Houſe is to be a Meeting-houſe.

ing-Houſe and Premiſſes, may from Time to Time during the ſaid Leaſe be uſed and enjoyed, as and for a Place of Publick and Religious Worſhip for the ſaid Society or Congregation of Proteſtant Diſſenters in or near *Bidford* aforeſaid, as the ſame hath been for divers Years laſt paſt uſed and enjoyed, and that my Name was only made uſe of in the ſaid recited Indenture for the End, Intent and Purpoſe aforeſaid. And I the ſaid *Amos Allen* do hereby for myſelf, my Heirs, Executors and Adminiſtrators, covenant, promiſe, declare and agree, to and with the ſaid *Denzil Deal* and *Fulk Deal* of *Cobland* in the ſaid County of *Cornwall*, Merchant, his Brother, their Executors and Adminiſtrators, in Manner following; that is to ſay, That I, my Executors and Adminiſtrators ſhall and will from Time to Time, and at all Times hereafter during the Continuance of the ſaid recited Leaſe (if the Laws and Statutes of this Realm will ſo long admit) permit and ſuffer the ſaid Meeting-Houſe and Premiſſes by the ſaid recited Indenture leaſed, or intended to be leaſed, and every Part thereof, to be held, uſed and enjoyed as and for a Place of Religious and divine Worſhip, in ſuch and the like Manner as the ſame now is, and for ſome Time laſt paſt hath been uſed and enjoyed, ſubject always nevertheleſs, to the Rents and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained; and alſo that my Executors or Adminiſtrators ſhall and will at any Time or Times after my Deceaſe, and during the Continuance of the ſaid recited Leaſe, at the Requeſt, Coſt and Charges of the ſaid *Denzil Deal* and *Fulk Deal*, or the Survivor of them, his Executors or Adminiſtrators, aſſign and ſet over the above mentioned to be leaſed Premiſſes, and every Part thereof, unto ſuch Perſon or Perſons as they the ſaid *Denzil Deal* and *Fulk Deal*, or the Survivor of them, his Executors or Adminiſtrators, ſhall direct or appoint, upon the Truſts, and to and for the Intents and Purpoſes above mentioned, and ſubject to the Rents and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained. In witneſs, *&c.*

He covenants that the Premiſſes (ſubject to the Rents) ſhall be enjoyed accordingly, if the Laws permit,

and to aſſign upon Requeſt.

A Declaration of Truſt of Lands ſettled to Charitable Uſes. Many Regulations for the well Ordering and Diſpoſition of the Charity are recited. N° 10.

THIS Indenture, made the twelfth of *September Anno Domini* 1730, and in the fourth Year of the Reign of our Sovereign Lord *George* the Second, King of *Great Britain*, *&c.* between *Aaron Arne* of *London*, Merchant, *Bryan Beal* of the City of *Canterbury*, Doctor of Phyſick, and *Daniel Dunn* of *Enden* in the County of *Rutland*, Gentleman, of the one Part, and *William Ward* and *Andrew Alton*, both of *Lincoln's Inn* in the County of *Middleſex*, Eſqs; *Benjamin Bryan* of *London*, Gent. and *Charles Crew* Citizen and Embroiderer of *London*, of the other Part. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the twelfth and thirteenth Days of *May* which was in the Year of our Lord 1708, and made or mentioned to be made between Dame *Grace Godwin*, then of the City of *Canterbury*, Widow (ſince deceaſed) of the one Part, and *Lawrence Lane* the Elder, then of *Marran* in the ſaid County of *Flint*, Gentleman, *Matthew Mayne* then of the *Nort* in the ſaid County of *Flint*, Eſq; (afterwards Sir *Matthew Mayne*, Knt.) and *Nathaniel Noon* then of *Lincoln's Inn* aforeſaid, Eſq; and *Owen Offley* then of *Marran* aforeſaid, Merchant (all ſince deceaſed) and the ſaid *Aaron Arne* and *Bryan Beal*, (by the Name of *Bryan Beal* of the City of *Canterbury*, Gentleman) and the ſaid *Daniel Dunn*, of the other Part, ſhe the ſaid Dame *Grace Godwin*, for the Conſiderations in the ſame Indentures mentioned, did convey unto the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and their Heirs, the then new erected Houſe, Meſſuage or Building uſed for an Hoſpital, Almſhouſe or Habitation for ſome poor People, and the Buildings, Courts, Garden, Hereditaments and Appurtenances thereto belonging, and divers Meſſuages, Tenements or Dwelling-Houſes and Hereditaments in the ſame Indentures particularly mentioned, ſituate and being within the ſaid City of *Canterbury*, or near the Walls of the ſame City, and alſo divers Meſſuages, Farms, Lands, Tenements and Hereditaments, ſituate, lying and being, at or in *Murton* and *Newd* in the ſaid County of *Rutland*, and in the ſame Indentures mentioned to have been thentofore leaſed by the ſaid

The Parties.

Deeds of Leaſe and Releaſe recited.

whereby the Foundreſs of this Charity, *&c.* conveyed the Hoſpital,

and Lands to ſupport the ſame.

Dame *Grace Godwin* to *Owen Oſborn* and *Prudence Prat*, and *Ralph Prat* her Son reſpectively, at and under the ſeveral yearly Rents of 80 *l.* 20 *l.* and 60 *l.* and alſo all the third Part (the Whole in three equal Parts being divided) which ſhe the ſaid Dame *Grace Godwin*, or any Perſon or Perſons for her Uſe, or in Truſt for her, then had of the Manor or Lordſhip of *Murton* in the ſaid County of *Rutland*, or of any Meſſuages, Lands, Tenements or Hereditaments whatſoever, ſituate, lying or being in *Murton* aforeſaid; To hold to the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, their Heirs and Aſſigns for ever, to the Uſe of the ſaid Dame *Grace Godwin*, for the Term of her natural Life, without Impeachment of Waſte; and from and after her Deceaſe then to the Uſe of the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and of their Heirs and Aſſigns for ever; but under and ſubject to ſuch Proviſoes for the ſaid Dame *Grace Godwin* her making Leaſes of the Premiſſes, and for revoking or altering the aforeſaid Uſes, and limiting or declaring new or other Uſes of the ſame Premiſſes, or any Part thereof, as in and by the ſaid Indenture of Releaſe were for thoſe Purpoſes expreſſed and contained; as by the ſaid recited Indentures, Relation being thereunto reſpectively had, may appear. And whereas in and by one Indenture or Declaration of Truſts, bearing Date on or about the ſaid thirteenth Day of *May*, which was in the ſaid Year of our Lord 1708, and made or mentioned to be made between the ſame Dame *Grace Godwin*, of the one Part, and the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, of the other Part, reciting the ſaid Indentures of Leaſe and Releaſe, to the Effect as the ſame are herein before recited, it was in and by the ſaid Indenture or Declaration of Truſts declared (among other Things) to the Effect following; (that is to ſay) That all and ſingular the Premiſſes ſo conveyed to the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and their Heirs, in and by the ſaid Indentures of Leaſe and Releaſe, to the Uſes therein and herein before mentioned, were ſo conveyed as aforeſaid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as to the ſaid Eſtate ſo limited in Uſe to the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, their Heirs and Aſſigns, in Remainder after the Deceaſe of the ſaid Dame *Grace Godwin* as aforeſaid, and they the ſame Truſtees, their Heirs and Aſſigns, ſhould be and remain always (from and after the Deceaſe of her the ſaid Dame *Grace Godwin*) ſeiſed of and in the ſame Premiſſes to their own Uſe, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as were therein after expreſſed of and concerning the ſame reſpectively, but ſubject, and without Prejudice to the ſaid Proviſoes and Powers in the ſaid Indenture of Releaſe contained and expreſſed; and with and under ſuch other Proviſoes, Powers, Inſtructions, Orders and Limitations as were therein, and to the Effect as are herein after expreſſed and contained of and concerning the ſaid Premiſſes, or any of them reſpectively; (that is to ſay) Upon ſpecial Truſt and Confidence, that they the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and the Survivors and Survivor of them, his and their Heirs and Aſſigns, and the Managers therein after mentioned and to be elected, as was therein after expreſſed, ſhould and would from and after the Deceaſe of the ſaid Dame *Grace Godwin* permit and ſuffer the ſaid then new erected Houſe, Meſſuage or Alms-Houſe, with the Courts, Garths, Houſes of Office, and Conveniencies, with the Appurtenances thereunto belonging, to be for ever uſed and enjoyed for and as an Hoſpital or Habitation for poor People, in ſuch Manner as the ſame then was, or at the Time of the Deceaſe of the ſaid Dame *Grace Godwin* ſhould happen to be uſed or enjoyed; but ſubject to ſuch Orders, Regulations, Powers, Proviſoes and Appointments as were therein after mentioned or referred unto concerning the ſame; and upon ſpecial Truſt and Confidence, that from and after the Deceaſe of the ſaid Dame *Grace Godwin*, they the ſame Truſtees, and the Survivors of them, their Heirs and Aſſigns (Succeſſors in the Truſts in the ſame Indenture) and the Managers for the Time being ſhould and would, out of the Rents, Iſſues and Profits of the Reſidue of the ſaid Premiſſes, pay and diſcharge all Coſts, Charges, Payments and Expences whatſoever, which they the ſame Truſtees, their Heirs and Aſſigns, and the

To ſeven Truſtees, in Fee,

to her own Uſe for Life, *ſans Waſte*, then to the Uſe of Truſtees in Fee, ſubject to Powers in her of Leaſing and Revoking, *&c.*

A Deed of Declaration of Truſt recited,

wherein the Truſtees declared the Truſt, *&c.* of the Premiſſes to the Effect herein after mentioned, *viz.*

That they and the Managers ſhould (after her Deceaſe) permit the Houſe to be enjoyed as an Hoſpital, *&c.*

and out of the Rents, *&c.* to pay all Charges of Repairs, *&c.*

Managers for the Time being, ſhould from Time to Time be put unto, or reaſonably allow, lay out, or expend in, for or concerning the Reparations of the Premiſſes, or the collecting, recovering, receiving, taking or obtaining of the Rents, Iſſues and Profits thereof, or in providing Catechiſms for the poor People of the ſaid Hoſpital or Alms-Houſe for the Time being, or in, for or about the Defence, Execution or Performance of the Truſts thereby declared, or the Defence, Ordering or Management of the ſaid Truſt-Eſtate, in and by the ſaid recited Indentures of Leaſe and Releaſe veſted or ſettled as aforeſaid; and ſubject thereunto, upon further Truſt, and to the Intent, that the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, and the Survivors of them, and their Heirs and Aſſigns (Succeſſors in thoſe Truſts) and the ſaid Managers for the Time being, from and after the Deceaſe of the ſaid Dame *Grace Godwin*, ſhould and would by and out of the Rents, Iſſues and Profits of the Reſidue of the ſaid Premiſſes, levy and raiſe yearly, and every Year for ever, the full and clear yearly Sum of 80*l.* of lawful Money of *England* (over and above all Taxes, Charges, Deductions and Reprizes whatſoever) and pay, diſtribute and diſpoſe of the ſame clear yearly Sum of 80*l.* to and for the only Benefit, Advantage, Maintenance and Support of ſuch poor People as the ſaid Dame *Grace Godwin* during her natural Life had placed or ſhould place, or which the Truſtees and Managers for the Time being, or any four or more of them ſhould from Time to Time place, elect or put into the ſaid new built Meſſuage, Hoſpital or Alms-Houſe, in ſuch Proportions, at ſuch Times, and to ſuch Uſes, Purpoſes and Intents, as the ſaid Dame *Grace Godwin* had appointed or declared, or at any Time then after during her natural Life ſhould nominate, appoint or declare in any Writing or Writings ſigned with her own proper Hand, or in any Book or Books, Collection or Collections of Rules, Orders, Directions or Articles made, collected or appointed, or to be made, collected or appointed by the ſaid Dame *Grace Godwin*, or by her Order, ſigned or to be ſigned by her own proper Hand, for the better Ordering, Chooſing and Government of the ſaid poor People in the ſaid Alms-Houſe; and more particularly, that ſuch Truſtees and Managers for the Time being, or any four or more of them ſhould from Time to Time, after the Death of the ſaid Dame *Grace Godwin*, fill up and place, to the Number of ten poor Perſons, qualified according to the ſaid Collection of Rules and Orders in ſuch Hoſpital or Alms-Houſe, whereof Nine to be always poor Widows or unmarried Women, ſo long as they ſhould continue ſuch, being of the Age (each of them) of fifty-five Years or upwards, and the tenth Perſon to be a ſober, diſcreet and pious poor Man, who might be fit to pray daily twice a Day, *viz.* every Morning and every Evening with the reſt of the Poor in the ſaid Alms-Houſe, if ſuch a Man could be conveniently found, and in default thereof the Tenth to be a poor Woman qualified as the other Nine; and alſo, that ſuch Truſtees and Managers for the Time being as aforeſaid, ſhould pay to each of the ſaid ten poor Perſons 10*s.* of lawful Money of *England*, upon the firſt Day of every Almanack Month in the Year; and upon further Truſt, and to the Intent, and it was thereby declared, ordered and agreed by all the Parties thereto, that from Time to Time, as and when any one of the Truſtees for the Time being ſhould happen to die, the Survivors of them (after the Death of the ſaid Dame *Grace Godwin*) ſhould and might elect in the Room of every ſuch deceaſing Truſtee, ſuch Perſon of Reputation as they in their Judgments and Conſciences ſhould think fit and approve of, who ſhould be a Manager of the ſaid Truſt-Eſtates together and equally with them the ſurviving Truſtees, and have equally with them the ſaid Authority and Powers reſpecting the Truſts thereby declared. And in caſe of the Death of ſuch new elected Manager, to elect in like manner in his Room another like Manager; and that the Election of every ſuch Manager for the Time being ſhould be enter'd and regiſter'd in ſome or one of the Books to be provided and kept as was therein after mentioned; and that after ſuch Time as two or three at the moſt of the ſaid Truſtees ſhould have departed this Life, the Survivors of them ſhould and might add to themſelves as Co-Truſtees with them, all and every the Manager and Managers ſo elected as aforeſaid to make up the Number of Truſtees compleatly ſeven in the whole. And the ſaid ſurviving Truſtees ſhould thereupon, by Advice of Counſel learned in the Law, convey all their ſaid Truſt-Eſtate of and in the ſaid Premiſſes unto the ſaid Perſons who for the Time being

and pay a yearly Sum to ſupport poor People placed there by her or her Truſtees, or four of them,

according to Rules appointed by her,

and that they ſhould fill up the Number of Ten, whereof Nine Widows of fifty-five or upwards, and the Tenth a pious poor Man to pray, &c. and to pay them monthly Payments.

and upon Truſt to fill up the Place of any Truſtee dying, by chuſing a Manager in his Room,

and ſo *toties quoties*, and to regiſter Elections, and after the Death of two or three Truſtees, that the Survivors ſhould add the Managers to the Truſt, and convey accordingly.

being

being ſhould be ſuch elected Managers as aforeſaid, or to ſome other Perſons and their Heirs, to the Uſe of the ſaid ſurviving Truſtees, and the ſaid Perſons to be ſo added as Co-Truſtees as aforeſaid and their Heirs, whereby to compleat the ſaid Number of ſeven Truſtees. And that the ſame new Conveyances ſhould thereupon, by Advice of Counſel learned in the Law, be declared by all the ſame ſeven Truſtees by ſeparate Indentures in like manner as the afore recited Conveyance was declared by the ſaid Indenture or Declaration of Truſts, upon the ſame or the like Truſts, and to and for the ſame or the like Intents and Purpoſes, and under the ſame or the like Proviſoes, Powers, Orders, Reſtrictions and Limitations as in the ſame Indenture or Declaration of Truſts mentioned and contained, with the ſame or the like Directions as aforeſaid therein to be contained or declared for the nominating and perpetuating new Truſtees, when and as often as two or three of the Truſtees named in the Conveyance for the Time being ſhould have departed this Life in the ſame Manner as was therein before expreſſed and provided for in the like Caſe; And upon this further Truſt and Confidence in all the ſaid therein before named Truſtees, and ſuch others as ſhould be elected Truſtees as aforeſaid, their Heirs and Aſſigns, and the Managers for the Time being repoſed, that they and every of them ſhould at all Times after the Death of the ſaid Dame *Grace Godwin* obſerve and keep the Rules, Orders, Directions and Truſts in the ſaid Indenture or Declaration of Truſts, and in the ſaid Collection, Syſtem or Book of Rules, Orders and Directions (ſubſcribed with the proper Hand of the ſaid Dame *Grace Godwin*) contained, as carefully and exactly as poſſibly they could; and that they the ſame Truſtees, their Heirs and Succeſſors to be elected as aforeſaid, and the ſaid Managers for the Time being ſhould after the Death of the ſaid Dame *Grace Godwin* be from thenceforth for ever the only ſpecial Viſitors and Governors of the ſaid Alms-Houſe and Hoſpital, and of all the poor Perſons therein; and they or the Survivors, or any four or more of them, ſhould have and uſe the ſole Power, full Authority and Juriſdiction from Time to Time to govern, order, admit into or place in, or expel or put forth of the ſaid Alms-Houſe, all ſuch poor Perſons as then already were, or then after might be admitted into, or placed in the ſame Alms-Houſe and Hoſpital, yet purſuant alway to the ſaid Rules, Directions, Orders, Articles or Truſts in the ſaid Book or Collection ſubſcribed as aforeſaid contained and expreſſed for the better Government of the ſame after the Death of the ſaid Dame *Grace Godwin*. And upon this further Truſt and Confidence in them the ſaid *Lawrence Lane*, *Matthew Mayne*, *Nathaniel Noon*, *Owen Offley*, *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, their Heirs and Aſſigns, and all the ſaid ſubſequent Truſtees to be elected as aforeſaid, and the Managers for the Time being always repoſed, that if at any Time after the Death of the ſaid Dame *Grace Godwin* they the ſaid Truſtees or Managers, or any of them, ſhould be hinder'd, interrupted or diſturbed in their Viſitation, Rule or Government of the ſaid Alms-Houſe, Hoſpital and Habitation for poor Perſons, or of the poor People therein, by or from, or by reaſon of any Civil, Eccleſiaſtical, or other lawful Power or Authority whatſoever, that then and ſo long as ſuch Hindrance, Diſturbance or Interruption ſhould continue, the ſaid Truſtees and Managers ſhould employ and convert all the ſaid 80*l. per Annum*, ſettled, or intended to be ſettled for Support of the ſame Alms-Houſe and poor People, to ſuch other pious Uſes as the ſaid Dame *Grace Godwin* ſhould appoint, by any Writing ſigned by her in the Preſence of three or more credible Witneſſes, and in default of ſuch Appointment then to employ the ſame 80*l. per Annum* to ſuch or the like other pious or charitable Uſes as were therein afterwards appointed. And upon further Truſt and Confidence in the ſaid Truſtees, Parties to the ſaid Indenture or Declaration of Truſts, and their Heirs and Aſſigns (Succeſſors in the ſame Truſts) and ſuch Managers for the Time being as aforeſaid repoſed, that they ſhould and would from Time to Time for ever from and after the Deceaſe of the ſaid Dame *Grace Godwin*, out of the clear and reſiduary Rents, Iſſues and Profits of the Premiſſes (which ſhould be and remain after and above all ſuch Part and Parts of the ſaid Rents, Iſſues and Profits as was or were therein before mentioned and appointed to be ſo paid, diſtributed and applied as aforeſaid) as well pay and diſpoſe of ſuch Sum and Sums of Money yearly or otherwiſe, to ſuch and ſo many poor and godly Preachers for the Time being of Chriſt's Holy Goſpel, and to ſuch poor and godly Widows for the Time being of poor and godly Preachers

The new Conveyance to be to the ſame Truſts, &c.

and upon Truſt,

that the Truſtees, &c. ſhould keep the Rules, &c.

and be the only ſpecial Viſitors and Governors,

and have the ſole Power of admitting or expelling, &c. purſuant to the Rules, &c.

And that if hindered by any lawful Power, &c.

they ſhould during ſuch Hindrance employ the Revenue to other pious Uſes, &c.

and upon Truſt that they ſhould pay yearly Sums at their Diſcretion to poor godly Preachers, and the Widows of ſuch,

Preachers of Chriſt's Holy Goſpel, at ſuch Time or Times, and for ſo long Time or Times, and according to ſuch Diſtributions as ſuch Truſtees and Managers for the Time being as aforeſaid, or any four or more of them ſhould think fit, and employ and diſpoſe of ſuch Sums of Money, and in ſuch Manner, for the encouraging or promoting of the Preaching of Chriſt's Holy Goſpel in ſuch poor Places as the ſaid Truſtees and Managers for the Time being, or any four or more of them ſhould think fit; and alſo employ and diſpoſe of ſuch Sums of Money yearly or otherwiſe, as and for Exhibitions for or towards the educating of ſuch young Men deſigned for the Miniſtry, or Preaching of Chriſt's Holy Goſpel (never exceeding three ſuch young Men out of the ſaid Charity at one and the ſame Time) as the ſaid Truſtees and Managers for the Time being, or any four or more of them ſhould approve and think fit; and employ and diſpoſe of all the Surplus and Remainder of the aforeſaid clear and reſiduary Rents, Iſſues and Profits of the Premiſſes, from and after the Deceaſe of the ſaid Dame *Grace Godwin*, in and for the Relieving of ſuch godly Perſons in Diſtreſs, being fit Objects of the ſaid Dame *Grace Godwin*'s and the ſaid Truſtees and Managers Charity, as they the ſaid Truſtees and Managers for the Time being, or any four or more of them ſhould think fit; Provided nevertheleſs, and it was thereby declared and intended, that the ſaid Truſtees and Managers for the Time being ſhould in their Diſpoſitions and Diſtributions of the ſaid laſt above mentioned Charities have a primary and chief Reſpect to ſuch Objects thereof as aforeſaid, as were or ſhould be in *Canterbury*, *Kent*, or other neighbouring Counties (not excluding thoſe in other Places and Counties) as they the ſaid Truſtees and Managers for the Time being, or any four or more of them from Time to Time ſhould think fit. And alſo, that whatſoever charitable Diſpoſitions or Allowances ſhould have been made by the ſaid Dame *Grace Godwin* to Perſons or Places in *Canterbury* or *Kent*, immediately or ſhortly before her Death, ſhould be continued and paid out of the ſaid clear and reſiduary Rents, Iſſues and Profits of the Premiſſes by the ſaid Truſtees and Managers for the Time being, until they or four of them at the leaſt ſhould ſee juſt Reaſon to diſcontinue, alter or determine the ſame, or any of them reſpectively. And it was thereby alſo declared, ordered and intended, that the ſaid Truſtees and Managers for the Time being, or the major Part of them, ſhould annually from and after the Deceaſe of the ſaid Dame *Grace Godwin*, elect one of the Truſtees or Managers for the Time being to be Treaſurer of the Rents, Iſſues and Profits of the ſaid Truſt-Eſtate for the Space of one Year, to be accounted from the Day of ſuch his Election; which Treaſurer for the Time being ſhould be allowed and have a Clerk for the providing and keeping of Books of Account, wherein ſhould be entered and regiſtered a true and perfect Account of all ſuch Rents, Iſſues and Profits of the ſaid Truſt-Eſtate as ſhould from Time to Time be collected or received by the ſaid Treaſurer or his Clerk, or by their or either of their Order; and alſo a true and perfect Account of all ſuch Monies as ſhould be diſpoſed of, laid out, or expended in the Performance and Execution of the ſeveral Truſts therein declared, and other the Acts and Tranſactions relating to the ſaid Truſts and Truſt-Eſtate, and ſhould have and be allowed for ſuch Clerk ſuch moderate and reaſonable Allowances out of the ſaid Truſt-Eſtate as the ſaid Truſtees and Managers for the Time being, or the major Number of them, ſhould and would approve and appoint; and moreover, that the Truſtees and Managers for the Time being, or the major Number of them ſhould and would yearly after the Deceaſe of the ſaid Dame *Grace Godwin*, at ſome certain Time and Place ſo by them, or ſuch of them agreed upon and appointed, meet together to inſpect and audit the ſeveral Accounts to be ſtated and made up of and concerning the Rents, Iſſues and Profits of the ſaid Truſt-Eſtate, and the Diſpoſal of the ſame Rents, Iſſues and Profits in the Execution and Performance of the ſeveral Truſts therein before declared of and concerning the ſame; which Accounts, if allowed and approved of by the ſaid Truſtees and Managers for the Time being of the ſaid Truſt-Eſtate, or the major Number of them, by Writing under their Hands, to be yearly made in the ſaid Books of Accounts, ſhould be a ſufficient Diſcharge to the Treaſurer for the Time being, ſo as ſuch Treaſurer did thereupon pay, anſwer and make good the Balance of ſuch yearly Account unto ſuch Perſon who ſhould be choſen Treaſurer of the ſaid Truſt-Eſtate for the then enſuing Year, in ſuch Manner as the ſaid Truſtees and Managers for the Time being, or the

and employ Sums to promote the Preaching of the Goſpel in poor Places, and for Exhibitions to educate young Men for the Miniſtry, not exceeding a certain Number,

and employ the Surplus in relieving godly Perſons in Diſtreſs; provided that they ſhould chiefly reſpect in their Charity thoſe of the Place and Neighbourhood,

and that they pay Charities appointed by the Foundreſs, unleſs for juſt Cauſe, &c.

and yearly elect one of themſelves to be Treaſurer,

he to be allowed a Clerk, to keep Books, for what Purpoſes;

and have an Allowance for his Clerk,

and that they ſhould yearly audit his Accounts,

and how to diſcharge the ſame.

And that they ſhould give Notice of Meetings,

major Number of them, ſhould well like and approve of. And it was alſo thereby declared, ordered and intended, that reaſonable Notice of all Meetings, in order to the Tranſacting of any Buſineſſes or Matters of any Weight or Moment relating to the aforeſaid Truſts or Charities ſhould be given to the ſeveral Truſtees and Managers for the Time being; and that the Judgment and Concurrence therein of ſuch of them, who by Remoteneſs of their Dwellings or other excuſeable Obſtructions, might happen not to be always preſent at certain of ſuch Meetings, might be conſulted and endeavoured by mutual Correſpondencies and Intercourſes in Writing.

and the Abſent to be conſulted,

and that the Truſtees, &c. ſhould be chargeable each for his own Acts, &c. only,

And it was further declared, ordered and intended, that the ſaid Truſtees and Managers, their Heirs, Executors or Adminiſtrators, ſhould not be charged or chargeable for any more Monies than ſhould actually come to their reſpective Hands or Receipts, nor for any Loſſes happening without the wilful Default of them reſpectively, nor for the Acts, Receipts, Neglects or Defaults one of another,

A Proviſo of Revocation recited.

in which ſaid Indenture or Declaration of Truſts was contained a Proviſo, that it ſhould and might be lawful to and for the ſaid Dame *Grace Godwin* from Time to Time, and at any Time during her Life, by any new Deed or Deeds, Writing or Writings, to be by her ſubſcribed and ſealed in the Preſence of three or more credible Witneſſes, or by her laſt Will and Teſtament in Writing to be by her publiſhed and ſealed in the Preſence of the like Number of Witneſſes, to revoke, alter or make void all, every or any of the Truſts, Charities and Orders therein before declared, ordered or appointed; and by the ſame Deed or Deeds, Writing or Writings, or laſt Will and Teſtament in Writing, or by any other Deed or Deeds, Writing or Writings to be by her ſubſcribed and ſealed in the Preſence of three or more credible Witneſſes, to declare, order or appoint, any new or other Truſt or Truſts, Charity or Charities, Order or Orders, Uſe or Uſes of or concerning the aforeſaid

Recital of a Memorandum indorſed on the recited Deed, whereby the Foundreſs declared who ſhould put in the Poor,

Truſt-Eſtate and Premiſſes, any or either of them. And whereas by a certain Writing or Memorandum dated on or about the fourteenth Day of *June* which was in the Year of our Lord 1710, and indorſed on the ſaid recited Indenture or Declaration of Truſts, and ſigned and ſealed by the ſaid Dame *Grace Godwin* in the Preſence of three credible Witneſſes, ſhe the ſaid Dame *Grace Godwin* did ſignify, expreſs or declare her Will and Pleaſure to be, that the Management of the ſaid Hoſpital, as to the Putting in the Poor upon any Vacancy, ſhould be in the Power of the ſaid *Bryan Beal*, and alſo of *Saul Slade*, Gent. *Thomas Treby*, Gent, *Vincent Viner*, Grocer, *Walter Wayne*, Upholſterer, *Xerxes Farr*, Mercer, and of *Francis Farr*, Mercer (all then of the ſaid City of *Canterbury*) and ſuch as ſhould

and gave Direction to have Money ready for them, &c.

be choſen to ſucceed any of them when they died; and that the grand Truſtees ſhould every Year, at the Beginning of it, leave the Monies in their Hands for paying the monthly Allowance for the Year enſuing, and pay what was neceſſary for Repairs and Rebuilding it (when Need required it) into the ſaid Truſtees and Succeſſors Hands, and their Receipts ſhould be their Diſcharge, as by the ſaid ſeveral recited Indentures of Leaſe and Releaſe, and Indenture or Declaration of Truſts, and Writing or Memorandum indorſed on the ſaid Declaration of Truſts, Relation

Death of the Foundreſs recited.

being thereunto reſpectively had, may more fully and at large appear. And whereas the ſaid Dame *Grace Godwin* departed this Life without having revoked or altered the ſaid ſeveral Uſes, Truſts and Eſtates in and by the ſaid ſeveral recited Indentures expreſſed and declared of and concerning the ſaid Truſt-Eſtate and Premiſſes, every or any Part thereof (other than, and except only as herein before and in the ſaid re-

Indentures of Leaſe and Releaſe (of this Time) recited, whereby three ſurviving Truſtees convey the Premiſſes to four Perſons in Fee.

cited Writing or Memorandum is in that Behalf mentioned and expreſſed). And whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe bearing even Date herewith, and made or mentioned to be made between the ſame Parties as are Parties to theſe Preſents, they the ſaid *Aaron Arne*, *Brian Beal* and *Daniel Dunn* (the now only ſurviving Truſtees for the ſaid Truſt-Premiſſes) for the Conſiderations in the ſame Indentures of Leaſe and Releaſe mentioned, have conveyed unto the ſaid *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs and Aſſigns, all the ſaid late erected Houſe, Meſſuage or Building uſed for an Hoſpital, and the ſaid Buildings, Courts, Garden, Hereditaments and Appurtenances thereto belonging, and the ſaid Meſſuages, Dwelling-Houſes, Farms, Lands, Tenements, third Part of the ſaid Manor, Hereditaments, and all and ſingular other the Premiſſes in and by the ſaid firſt recited Indentures of Leaſe and Releaſe conveyed, or mentioned

to

to be conveyed as aforeſaid, with their Appurtenances; To hold the ſame unto the ſaid *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs and Aſſigns, to the Uſe and Behoof of them the ſaid *Aaron Arne*, *Bryan Beal* and *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, and of their Heirs and Aſſigns for ever, as by the ſaid laſt recited Indentures of Leaſe and Releaſe, Relation being thereunto reſpectively had, may more fully appear. Now this Indenture witneſſeth, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, That all and ſingular the ſaid late erected Houſe, Meſſuage or Building, Meſſuages, Farms, Lands, Tenements, third Part, Hereditaments, and all and ſingular other the Premiſſes in and by the ſaid laſt recited Indentures of Leaſe and Releaſe ſo conveyed, to the Uſe and Behoof of them the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs and Aſſigns as aforeſaid, are and were ſo conveyed; and that they the ſaid *Aaron Arne*, *Bryan Beal*, *Daniel Dunn*, *William Ward*, *Andrew Alton*, *Benjamin Bryan* and *Charles Crew*, their Heirs and Aſſigns, ſhall from Time to Time, and at all Times hereafter, ſtand, be and remain ſeiſed of and in the ſame Premiſſes, and every Part thereof, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Powers, Proviſoes, Orders, Inſtructions and Limitations, as in and by the ſaid recited Indenture or Declaration of Truſts of the ſaid thirteenth Day of *May* 1708, and the ſaid Writing or Memorandum of the ſaid fourteenth Day of *June* 1710 (on the ſame Indenture indorſed) are and were reſpectively mentioned, expreſſed and declared of and concerning the ſame Premiſſes reſpectively, or as near thereto as may be, and ſo far as the ſame are now undetermined and yet ſubſiſting, or were intended yet to continue and ſubſiſt, according to the Purport, true Intent and Meaning of the ſame Indenture and Writing, or Memorandum thereon indorſed, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. In witneſs whereof the ſaid Parties to theſe Preſents have hereunto interchangeably ſet their Hands and Seals the Day and Year firſt above written.

Habendum to the Uſe of the Grantors and Grantees in Fee.

This Deed declares

the Truſt of the Premiſſes to be according to the recited Declaration of Truſt, &c.

A Declaration of the Truſt of a Place to be uſed as a Meeting-Houſe. A Proviſion in certain Caſes to ſell the Premiſſes and diſtribute the Money among the Poor. A Proviſion for filling up the Number of Truſtees from Time to Time. N° 11.

THIS Indenture, made the twentieth Day of *January Anno Domini* 1732, and in the ſixth Year of the Reign of our Sovereign *George* the Second, by the Grace of God, King, &c. between *Auſtin Alkin* of *Bruton* in the County of *Cornwall*, Gent. *David Dent* Citizen and Haberdaſher of *London*, *Ezekiel Eldred*, of *Bruton* aforeſaid, Taylor, *Felix Fry* of *Bruton* aforeſaid, Feltmonger, *Gilbert Gill* of *Bruton* aforeſaid, Shipwright, *Hugh Harris* of *Itton* in the County of *Kent*, Shipwright, and *Lewis Love* of *Itton* aforeſaid, Blockmaker, of the one Part, and *Martin Moor* and *Noah North*, both of *Bruton* aforeſaid, Shipwrights, of the other Part. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the ſeventeenth and eighteenth Days of this Inſtant Month of *January*, and made or mentioned to be made between the ſaid *Martin Moor* and *Noah North* of the one Part, and the ſaid *Auſtin Alkin*, *David Dent*, *Ezekiel Eldred*, *Felix Fry*, *Gilbert Gill*, *Hugh Harris* and *Lewis Love*, of the other Part, the ſaid *Martin Moor* and *Noah North*, for the Conſideration therein mentioned, did convey unto the ſaid *Auſtin Alkin*, *David Dent*, *Ezekiel Eldred*, *Felix Fry*, *Gilbert Gill*, *Hugh Harris* and *Lewis Love*, their Heirs and Aſſigns, all that Piece or Parcel of Land or Ground, being Part or Parcel of a Field formerly known by the Name of *Ort-field*, or by any other Name or Names, lying and being in the Pariſh of *Bruton* aforeſaid, containing in Breadth from North to South one hundred and twenty Feet of Aſſize, little more or leſs, and in Depth or Length from Eaſt to Weſt two hundred Feet of Aſſize, little more or leſs, and is butted and bounded as followeth, (that is to ſay) on a Lane now or lately called *Pule Lane* on the Weſt, on the Tenement and Ground ſometime of *Ruth Roll*, on the North Part of the ſame Field,

The Parties.

Indentures of Leaſe and Releaſe recited, whereby the former Truſtees conveyed to the preſent Truſtees.

The Parcels.

Field, on the East Part of the *Quets Land*, on the South Part as it is now paled in; and also all that Structure or Building thereupon lately erected and now used for a Meeting-House, and all other Erections and Buildings thereupon built, together with the Rights, Members and Appurtenances thereunto belonging; To hold unto the said *Austin Alkin*, *David Dent*, *Ezekiel Eldred*, *Felix Fry*, *Gilbert Gill*, *Hugh Harris*, and *Lewis Love*, their Heirs and Assigns, to the Use and Behoof of them the said *Martin Moor*, *Noah North*, *Austin Alkin*, *David Dent*, *Ezekiel Eldred*, *Felix Fry*, *Gilbert Gill*, *Hugh Harris* and *Lewis Love*, their Heirs and Assigns for ever. Now this Indenture witnesseth, and it is hereby declared and agreed by and between all the said Parties to these Presents, and each and every of them doth hereby declare and agree, that the said Piece or Parcel of Ground and Building thereupon erected, Hereditaments and Premisses so conveyed, or mentioned or intended to be conveyed by the said recited Indentures of Lease and Release as aforesaid, with the Appurtenances, are and were so conveyed upon the Trusts, and to and for the Intents and Purposes herein after particularly mentioned, expressed and declared of and concerning the same; (that is to say) Upon Trust and Confidence, that they the said *Martin Moor*, *Noah North*, *Austin Alkin*, *David Dent*, *Ezekiel Eldred*, *Felix Fry*, *Gilbert Gill*, *Hugh Harris*, and *Lewis Love*, their Heirs and Assigns, shall and do from Time to Time, and at all Times hereafter (so long as the Laws and Statutes of this Realm will admit) permit and suffer the said Piece or Parcel of Ground, and Building thereupon erected, Hereditaments and Premisses, with their Appurtenances, to be used, occupied and enjoyed, as and for a Meeting-House, Place or House for the Worship and Service of God, by the Church, Society or Congregation of Protestant Dissenters, called or known by the Name of the Congregation or People lately belonging to Mr. *Ralph Rich*, and now to the said *Austin Alkin*, and whereof he the said Mr. *Alkin* is now Pastor or Minister, and by such others as shall hereafter come into the said Society, or attend the Worship of God in that Place; Provided always nevertheless, that in case it shall happen at any Time hereafter, that there be no further Occasion to use and occupy the said Parcel of Ground and Buildings thereupon erected, as and for a Meeting-Place or House of Worship as aforesaid (to be decided and determined by the Trustees of the Premisses for the Time being, or the greater Part of them who shall be then living) or in case at any Time hereafter the Premisses cannot be legally used and enjoyed as a Meeting-House as aforesaid, then and in either of the said Cases it shall and may be lawful to and for the Trustees of the Premisses for the Time being, or the greater Part of them who shall be then living, to sell the said Piece or Parcel of Ground and Building thereupon erected, Hereditaments and Premisses in and by the said recited Indentures conveyed, or mentioned to be conveyed as aforesaid, with the Appurtenances, and the Monies arising by such Sale, to pay and distribute to and amongst the Poor for the Time being of the said Society of People called or known by the Name of the Congregation or People lately belonging to the said Mr. *Rich*, and now to the said Mr. *Alkin*, in such Parts and Proportions, Manner and Form, as the Trustees of the Premisses for the Time being, or the greater Part of them then living, shall think fit and convenient, or to such other charitable Uses as the same Trustees or the greater Part of them shall think fit. And it is hereby further declared and agreed by and between all the said Parties to these Presents, and each and every of them doth hereby declare and agree, that when and so soon as the said Trustees shall by Death be reduced to the Number of three, then such three surviving Trustees, or the Survivors or Survivor of them, or his Heirs, shall with all convenient Speed convey and assure the said Piece or Parcel of Ground, Building, Hereditaments and Premisses in and by the said recited Indentures conveyed and assured, or mentioned so to be as aforesaid, with the Appurtenances, unto six or more other Persons (whom they the said surviving Trustees, or the major Part of them, or the Survivors or Survivor of them, or his Heirs, shall in that Behalf nominate and appoint) their Heirs and Assigns, to the Use of such surviving Trustees, and such other new Trustees to be nominated and appointed as aforesaid, and of their Heirs and Assigns for ever, upon the Trusts, and to and for the Intents and Purposes herein before mentioned and expressed of and concerning the same Premisses, and so from Time to Time and as often as the present, or any succeeding Trustees shall by Death be reduced to the Number of

Habendum in Fee.

The Declaration of the Trust,

to permit the same to be used for a Meeting-House.

Proviso in case no further Occasion, &c.

The Trustees, &c. to sell the Premisses,

and distribute the Money among the Poor, &c.

Provision for filling up the Number of the Trustees,

upon the same Trusts, and so *toties quoties*.

of three, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. In witneſs, *&c.*

A Deed of Releaſe of Lands by one to three. Part of the Profits to educate Independant Miniſters, the Reſidue to the Grantees and the Heirs of the Survivor. The Survivor to convey to Truſtees. A Power of Revocation reſerved. N° 12.

THIS Indenture, made the firſt Day of *May Anno Domini* 1721, and in the ſeventh Year of the Reign of our Sovereign Lord *George*, *&c.* between *Anne Axe* of *Audry* in the County of *Bedford*, Spinſter, of the one Part, and *Charles Crown* of *Condale* in the County of *Cambridge*, Huſbandman, *David Crown* of *Dingley* in the County of *Eſſex*, Eſq; and *Francis Crown* of *Fullgar* in the County of *Hartford*, Huſbandman, of the other Part, witneſſeth, That for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Anne Axe* in hand paid by the ſaid *Charles Crown*, *David Crown* and *Francis Crown*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof ſhe doth hereby acknowledge, and for ſettling and aſſuring the Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, to, for and upon ſuch Uſes, Truſts, Intents and Purpoſes, and ſubject to ſuch Proviſoes and Agreements as are hereafter expreſſed and declared of and concerning the ſame; And for divers other good and valuable Cauſes and Conſiderations her hereunto eſpecially moving, ſhe the ſaid *Anne Axe* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Charles Crown*, *David Crown* and *Francis Crown*, in their actual Poſſeſſion now being, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Anne Axe* for the Term of one whole Year, in conſideration of 5*s.* by Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for Transferring Uſes into Poſſeſſion made and provided, and to their Heirs and Aſſigns, all that Meſſuage or Tenement, with the Appurtenances, ſituate, lying and being within the Homage of *Condale* and *Hanhill* in the Counties of *Cambridge* and *Norfolk*, or one of them; and all thoſe ſeveral Pieces or Parcels of Arable, Meadow and Paſture Ground, together with a Grove or Parcel of Wood-Land with the Appurtenances, lying and being within the Homage aforeſaid, and to the ſame Meſſuage or Tenement belonging or appertaining, or therewith uſed or enjoyed, which ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, were ſome Time in the Poſſeſſion or Occupation of *George Gee*, Huſbandman, and now are or late were in the Tenure, Poſſeſſion or Occupation of *Henry Hill*, his Under-tenants or Aſſigns, and all other the Lands, Tenements, Ground and Hereditaments whatſoever, with their and every of their Appurtenances of her the ſaid *Anne Axe*, ſituate, lying or being within the ſaid Homage, or elſewhere in the ſaid Counties of *Cambridge* and *Norfolk*, or either of them, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever of her the ſaid *Anne Axe*, of, in, to or out of the ſaid Meſſuage, Lands, Tenements and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuage, Lands, Tenements, and other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Charles Crown*, *David Crown*, and *Francis Crown*, their Heirs and Aſſigns for ever, to and for the Uſes and Purpoſes following; that is to ſay, To the Uſe of the ſaid *Anne Axe* and her Aſſigns, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waſte; and from and after her Deceaſe, then to the Uſe of the ſaid *Charles Crown*, *David Crown* and *Francis Crown*, their Heirs and Aſſigns for ever; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, Upon Truſt that they the ſaid *Charles Crown*, *David Crown* and *Francis Crown*, and the Survivors and Survivor of them ſhall and do by and out of the Rents and Profits of the ſaid Meſſuage,

The Parties.

The Conſideration, for Settling, *&c.* upon Truſt.

The Releaſe.

Bargain for a Year mentioned.

The Parcels.

General Words.

Habendum to the Uſe of the Grantrix for Life, *ſans Waſte*,

then upon Truſt,

ſuage, Lands, Tenements, Hereditaments and Premiſſes, Yearly and every Year from and after the Deceaſe of the ſaid *Anne Axe* well and truly pay, or cauſe to be paid by equal Half-yearly Payments, the ſeveral yearly Sums herein after mentioned, free of all Taxes and Deductions whatſoever, for and towards the Education of Youth to be brought up to the Miniſtry among Proteſtant Diſſenters from the Church of *England*, in the Way commonly called the Independant or Congregational; that is to ſay, the yearly Sum of 50*l.* during the Joint-Lives of the ſaid *Charles Crown*, *David Crown* and *Francis Crown*; and from and after the Deceaſe of ſuch one of them as ſhall firſt happen to die, then the yearly Sum of 60*l.* during the Joint-Lives of the two Survivors of them; and from and after the Deceaſe of ſuch two of them as ſhall firſt happen to die, then the yearly Sum of 100*l.* during the Life of the laſt Survivor; and ſubject to the Payment of the ſaid ſeveral yearly Sums of 50*l.* 60*l.* and 100*l.* as the Caſe ſhall be, in Manner aforeſaid, all the Reſidue of the clear Rents and Profits of the Premiſſes ſhall be, go and remain to and for the Uſe and Benefit of the ſaid *Charles Crown*, *David Crown* and *Francis Crown*, and the Survivors and Survivor of them; And upon this further Truſt, that the Survivor of them the ſaid *Charles Crown*, *David Crown* and *Francis Crown*, ſhall and do ſome time during his Life ſettle, convey and aſſure the ſaid Meſſuage, Lands, Hereditaments and Premiſſes unto and upon five or more Truſtees (to be by him for that Purpoſe named and choſen) and their Heirs, upon Truſt that they and the Survivors and Survivor of them, and the Heirs and Aſſigns of ſuch Survivors or Survivor ſhall and do from Time to Time, and at all Times from and after the Deceaſe of the Survivor of them the ſaid *Charles Crown*, *David Crown*, and *Francis Crown*, pay and diſpoſe of one Moiety of the clear Rents and Profits of the Premiſſes as the ſame ſhall ariſe, unto the Heirs and Aſſigns of the Survivor of them the ſaid *Charles Crown*, *David Crown* and *Francis Crown*, and the other Moiety thereof for and towards the Education of ſuch Youth as aforeſaid; in which Conveyance and Settlement ſhall be inſerted a Proviſo, that when ſuch Truſtees ſhall by Death be reduced to the Number of two, that then ſuch two Truſtees, or the Survivor of them, ſhall convey the ſaid Premiſſes to three or more new Truſtees and their Heirs, to the Uſe of ſuch new Truſtees, and of ſuch ſurviving Truſtee or Truſtees and their Heirs, upon the Truſts laſt mentioned, and ſo from Time to Time, and as often as any ſucceeding Truſtees ſhall be by Death reduced to the Number of two; Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Anne Axe* at any Time hereafter during her Life, at her Freewill and Pleaſure, by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, to be by her ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, to revoke, alter, make void or change, all and every, or any the Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts herein before limited or declared of or concerning the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, and by the ſame Writing or Writings, or by any other Writing or Writings to be by her ſigned, ſealed and atteſted as aforeſaid, to limit, declare or appoint any new or other Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts, Power or Powers of or concerning the ſame Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, or ſuch of them, or ſuch Part thereof, whereof or concerning which ſuch Revocation ſhall be made as aforeſaid, and ſo from Time to Time and as often as ſhe ſhall think fit; any Thing herein contained to the contrary notwithſtanding. In witneſs, *&c.*

to pay Sums by way of Annuities to educate Independant Teachers.

The Sums to increaſe as the Truſtees (who have the Surplus) die off.

The ſurviving Truſtee to convey to five or more,

upon Truſt to pay a Moiety of the Profits to the Heirs of the Survivor, the other Moiety to the above Uſe,

and to provide for filling up Truſtees.

A Power of Revocation reſerved to the Grantrix.

Collateral Securities. See **Covenants, Purchaſes.**

Conditions. See **Bonds.**

Confirmation.

Confirmation.

A Confirmation of a Jointure by Indorſement on a Deed of Appointment thereof. N° 1.

TO all to whom theſe Preſents ſhall come, *Abel Aſton*, Eſq; Party to the within written Indenture, ſendeth Greeting. Whereas the Marriage within mentioned to be intended between the ſaid *Abel Aſton* and the within named *Beatrix Ball* hath ſince taken Effect and been ſolemniſed. Now know ye, that in conſideration of ſuch Marriage, and of the Marriage Portion within mentioned, and for the better and more effectual eſtabliſhing, making good and confirming the within written Indenture, and the Jointure, Settlement, Limitation and Appointment thereby made, he the ſaid *Abel Aſton* purſuant to, and by force and virtue of the within recited Power and Authority to him given for making ſuch Jointure or Settlement, and of all and every other Power and Powers, Authority and Authorities to him in that Behalf given, or in any Ways enabling thereunto, and in purſuance of the Covenant for further Aſſurance within contained, hath granted, ſettled, conveyed, directed, limited, appointed and confirmed, and by theſe Preſents doth grant, ſettle, convey, direct, limit, appoint and confirm unto and upon the ſaid *Beatrix* his now Wife, all and every the Manors, Meſſuages, Lands, Tenements and Hereditaments within granted, ſettled, limited and appointed, or mentioned or intended ſo to be, with their and every of their Rights, Members and Appurtenances; and alſo all yearly and other Rents, Iſſues and Profits of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof, ſubject to ſuch Deductions as are within in that Behalf mentioned; To have and to hold the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted, ſettled, limited, appointed and confirmed as aforeſaid, with their and every of their Appurtenances (ſubject as aforeſaid) unto, and to the Uſe of the ſaid *Beatrix*, the now Wife of him the ſaid *Abel Aſton* and her Aſſigns, for and during the Term of her natural Life for her Jointure, to commence in Poſſeſſion from and immediately after the Deceaſe of him the ſaid *Abel Aſton* her Huſband, (in caſe ſhe ſurvive him) and to be in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, as is within mentioned. In witneſs, *&c.*

A Recital that the Marriage hath taken Effect.

The Conſideration of this Deed.

The Confirmation.

Habendum

in Bar of Dower.

A Deed of Confirmation of a Will of Goods and Lands by the Heir at Law to the Deviſee (who is alſo Executor) and a Bargain and Sale (to be inrolled) of the ſame Lands. N°. 2.

THIS Indenture made the ſixteenth Day of *January Anno Domini* 1733, and in the ſeventh Year of the Reign, *&c.* between *Agnes Aſtry* of *London*, Spinſter, Grand-Daughter and Heir at Law of *Barnard Aſtry*, late Citizen and Plumber of *London*, deceaſed; that is to ſay, only Child and Heir of *Cyril Aſtry*, late Citizen and Plumber of *London*, deceaſed, who whilſt living was the eldeſt Son and Heir apparent of the ſaid *Barnard Aſtry*, of the one Part, and *David Aſtry* of *London*, Gentleman, the now only ſurviving Son of the ſaid *Barnard Aſtry*, of the other Part. Whereas the ſaid *Barnard Aſtry* in and by his laſt Will and Teſtament in Writing by him duly publiſhed, dated on or about the tenth Day of *April* which was in the Year of our Lord 1732, (after ſome pecuniary Legacies and Bequeſts therein given to the ſaid *Agnes Aſtry*, and other Perſons therein named) did give and bequeath unto the ſaid *David Aſtry* and his Heirs for ever, all the Reſt, Reſidue and Remainder of his the ſaid Teſtator's Eſtate, both Real and Perſonal, and all his freehold Houſes, Meſſuages and Lands, and all and ſingular his real Eſtate in the City of *London*, or elſewhere either in Poſſeſſion or Reverſion,

The Parties.

Recital of the Will of the Grand-Father of the Grantrix, deviſing the Reſidue of his real and perſonal Eſtate to the Grantee, his Heirs, *&c.* and making him his Executor,

together with all and ſingular his Monies, Plate, Goods, Debts, Chattels, Subſtance and Eſtate whatſoever, and did conſtitute and appoint the ſaid *David Aſtry* ſole Heir and Executor of his ſaid laſt Will and Teſtament, and none other; which ſaid Will hath been ſince duly proved by the ſaid *David Aſtry* in the Prerogative Court of *Canterbury*, as in and by the ſame Will and Probate thereof, Relation being thereunto had, may more fully appear. And whereas the ſaid *Agnes Aſtry* is well ſatisfied with the ſaid Will, and that the ſame was according to the real Mind and Intention of the ſaid *Barnard Aſtry*, and that he was of ſound Mind, Memory and Underſtanding at the Time of his making thereof, and that he did duly ſign, ſeal and publiſh the ſame, as the Law in ſuch Caſes requires; and therefore to prevent any Charge, Trouble or Expence to the ſaid *David Aſtry* in proving the ſaid Will in a Court of Equity, for the perpetuating the Teſtimony of the Witneſſes thereto, ſhe the ſaid *Agnes Aſtry*, at the Requeſt of the ſaid *David Aſtry*, hath conſented and agreed, and is very ready, willing and deſirous to ratify, confirm and eſtabliſh the ſaid Will. Now this Indenture witneſſeth, That in conſideration of the Premiſſes, and for divers other good Cauſes and Conſiderations her the ſaid *Agnes Aſtry* thereunto moving, ſhe the ſaid *Agnes Aſtry* hath ratified, confirmed and eſtabliſhed, and by theſe Preſents doth ratify, confirm and eſtabliſh the ſaid laſt recited Will and Teſtament of the ſaid *Barnard Aſtry*, and all and every the Gifts, Bequeſts, Matters and Things therein contained. And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, and for the further and better ratifying and confirming the ſame Will, as to the ſaid Gift and Bequeſt therein contained of the real Eſtate of the ſaid *Barnard Aſtry* unto the ſaid *David Aſtry* and his Heirs as aforeſaid, and for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Agnes Aſtry*, in hand paid by the ſaid *David Aſtry*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Agnes Aſtry* hath granted, bargained, ſold and confirmed, and by theſe Preſents doth grant, bargain, ſell and confirm unto the ſaid *David Aſtry*, his Heirs and Aſſigns, all the ſaid freehold Houſes, Meſſuages, Lands and real Eſtate, late of the ſaid *Barnard Aſtry*, in the City of *London* or elſewhere; and all other the Meſſuages or Tenements, Lands, Hereditaments and real Eſtate whatſoever, late of him the ſaid *Barnard Aſtry*, which in and by his ſaid recited Will were given and bequeathed, or mentioned or intended to be given and bequeathed unto the ſaid *David Aſtry* and his Heirs as aforeſaid, with their and every of their Appurtenances; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of her the ſaid *Agnes Aſtry*, of, in, to or out of the ſame Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, every or any Part thereof; To have and to hold the ſaid Meſſuages or Tenements, Lands, Hereditaments, and all and ſingular other the Premiſſes, with their Appurtenances, unto the ſaid *David Aſtry*, his Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of the ſaid *David Aſtry*, and of his Heirs and Aſſigns for ever. And the ſaid *Agnes Aſtry* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *David Aſtry*, his Heirs and Aſſigns, that ſhe the ſaid *Agnes Aſtry* and her Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for her or them, ſhall and will at any Time or Times hereafter, upon every reaſonable Requeſt, and at the Coſt and Charges of the ſaid *David Aſtry*, his Heirs or Aſſigns, make, do, acknowledge and execute, or cauſe to be made, done, acknowledged and executed, all ſuch further and other Acts, Deeds, Conveyances and Aſſurances in the Law, as well for the further ratifying, confirming and eſtabliſhing of the ſaid recited Will, as alſo for the further and better granting, conveying and aſſuring of the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, with the Appurtenances unto, and to the Uſe of the ſaid *David Aſtry*, his Heirs and Aſſigns for ever, as by the ſaid *David Aſtry*, his Heirs or Aſſigns, or his or their Counſel, ſhall be reaſonably adviſed or deviſed and required;

which Will has been proved.

Recital that Grantrix is ſatisfied with the Will, and with the making thereof, therefore to ſave Charge to the Deviſee in proving the ſame in a Court of Equity, ſhe hath conſented to confirm it.

The Confirmation,

And for better confirming the Will as to the real Eſtate,

the Grantrix bargains, ſells and confirms the ſame to the Deviſee in Fee.

The Deſcription.

General Words.

Habendum to him in Fee.

She covenants to make further Aſſurances.

required; Provided always, and it is hereby agreed between the ſaid Parties hereto, that theſe Preſents, or any Thing herein contained, ſhall not extend or be conſtrued to extend to releaſe or diſcharge the Legacy or Sum or Sums of Money given and bequeathed to the ſaid *Agnes Aſtry* in and by the ſaid recited Will, or any Part thereof. In witneſs, *&c.*

This Deed not to extend to releaſe the Legacy given to the Grantrix.

A Confirmation of former Mortgage-Deeds by a Party who had not executed them. The Mortgagee covenants (in caſe of early Payment) to accept leſs than lawful Intereſt, viz. *four* per Cent. N° 3.

THIS Indenture, made the fourth Day of *Auguſt* in the Year of our Lord 1733, and in the ſixth Year of the Reign of our Sovereing Lord *George* the Second, by the Grace of God, of *Great Britain, &c.* between *Adam Alkin* late of *Bruton*, and now of *Conhall* in the County of *Dorſet*, Eſq; of the one Part, and *Edmund Eldred* of *London*, Gent. of the other Part. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the fourteenth and fifteenth Days of *December* 1732, the Releaſe being Tripartite, and made or mentioned to be made between *Felix Foſter* of *Gobland* in the County of *Huntingdon*, Eſq; Surviving Executor of the laſt Will and Teſtament of *James Foſter*, late of *Kirkall* in the County of *Leiceſter*, Eſq; deceaſed, of the firſt Part, the ſaid *Adam Alkin* of the ſecond Part, and the ſaid *Edmund Eldred* of the third Part, reciting, That by Indentures of Leaſe and Releaſe bearing Date reſpectively the fourteenth and fifteenth Days of *November* which was in the Year of our Lord 1731, and made between the ſaid *Adam Alkin* of the one Part, and *James Foſter* (ſince deceaſed) and the ſaid *Felix Foſter* of the other Part, he the ſaid *Felix Foſter* did bargain, ſell, releaſe and confirm unto the ſaid *Edmund Eldred* and his Heirs; and it is therein mentioned, that the ſaid *Adam Alkin*, in conſideration of the Sum of 5*s.* to him paid by the ſaid *Edmund Eldred*, did grant, releaſe, ratify and confirm unto the ſaid *Edmund Eldred* and his Heirs, all that capital Meſſuage, Manor, Chapel and Demeſne Lands of *Conhall*; and all and ſingular other the Lands and Hereditaments which in and by certain Indentures of Leaſe and Releaſe therein recited, bearing Date reſpectively the fourteenth and fifteenth Days of *November* 1735, were granted and releaſed, with their and every of their Appurtenances, unto and to the Uſe of the ſaid *Edmund Eldred*, his Heirs and Aſſigns for ever, ſubject to a Proviſo therein contained for Redemption of the Premiſſes, on Payment to the ſaid *Edmund Eldred*, his Executors, Adminiſtrators or Aſſigns, of the Sum of 6300*l.* of lawful Money of *Great Britain*, without any Deduction or Abatement, in manner following, (that is to ſay) the Sum of 150*l.* Part thereof, on the fifteenth Day of *June* next enſuing the Date thereof, and the Sum of 6150*l.* Reſidue and in full thereof, on the fifteenth Day of *December* then and now next enſuing, and which will be in the Year of our Lord 1743, as in and by the ſaid recited Indentures of Leaſe and Releaſe of the fourteenth and fifteenth of *December* 1742, amongſt divers Covenants and Agreements therein mentioned, on the Part and Behalf of the ſaid *Adam Alkin*, his Heirs, Executors and Adminiſtrators, Relation being thereunto had, may more fully appear. And whereas the ſaid Indentures of the fourteenth and fifteenth of *December* 1742, were actually executed by the ſaid *Felix Foſter* on the Day of the Date of the ſame Indenture of Releaſe, and the ſaid 6000*l.* were then really and truly paid by the ſaid *Edmund Eldred* to the ſaid *Felix Foſter*; but the ſaid *Adam Alkin*, by reaſon of his being then at *Conhall* aforeſaid, where he then reſided, and hath ever ſince ſo done, did not execute the ſaid Indentures of Leaſe and Releaſe of the fourteenth and fifteenth of *December* 1742, nor hath yet executed the ſame, but the ſaid *Edmund Eldred* hath executed a Counterpart of the ſame Indenture of Releaſe. Now this Indenture witneſſeth, That the ſaid *Adam Alkin* doth hereby declare, that the ſaid 6000*l.* were ſo paid to the ſaid *Felix Foſter* by the ſaid *Edmund Eldred* as aforeſaid, and that the ſaid Indentures of Leaſe and Releaſe of the fourteenth and fifteenth of *December* 1742, were executed by the ſaid *Felix Foſter*, with the Conſent and Approbation of him the ſaid *Adam Alkin*, and he the ſaid *Adam Alkin* doth hereby ratify and confirm the ſame

The Parties.

Indentures of Leaſe and Releaſe recited,

reciting former Deeds of Leaſe and Releaſe,

whereby the preſent firſt Party was mentioned to have releaſed and confirmed to the other Party.

The Parcels.

Subject to a Proviſo for Redemption on Payment of a certain Sum, *&c.*

Recital that the firſt Party hereto hath not executed the Mortgage Deed.

He now declares his Approbation,

and confirms the ſame.

Indentures of Leaſe and Releaſe, and every Grant, Article, Clauſe, Covenant and Agreement therein mentioned; and for and in conſideration of the ſaid Sum of 6000*l.* ſo paid by the ſaid *Edmund Eldred* to the ſaid *Felix Foſter* as aforeſaid, and of the Sum of 5*s.* of like lawful Money to the ſaid *Adam Alkin* in hand paid by the ſaid *Edmund Eldred*, at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Alkin* doth hereby releaſe unto the ſaid *Edmund Eldred*, (in his actual Poſſeſſion now being) and his Heirs, all thoſe the ſaid capital Meſſuage, Manor, Chapel and Demeſne Lands of *Conhall* aforeſaid, and all and every the Meſſuages, Farms, Lands, Tenements, Tithes, Hereditaments, and other the Premiſſes, which in and by the ſaid recited Indentures of Leaſe and Releaſe of the fourteenth and fifteenth of *December* 1742 were bargained, ſold and releaſed, or mentioned or intended ſo to be, with their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *Adam Alkin* in and to the ſame, To hold the ſame unto and to the Uſe of the ſaid *Edmund Eldred*, his Heirs and Aſſigns for ever, but ſubject nevertheleſs to the Proviſo of Redemption aforeſaid, contained in the ſaid Indenture of Releaſe. And the ſaid *Adam Alkin* doth hereby for himſelf his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Edmund Eldred*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Adam Alkin*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Edmund Eldred*, his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 6300*l.* at ſuch Times and Place, and in ſuch Manner, as in the ſaid Proviſo contained in the ſaid Indenture of Releaſe of the fifteenth of *December* 1742, mentioned for Payment thereof, without any Deduction or Abatement for Taxes or otherwiſe as aforeſaid, according to the true Intent and Meaning of the ſame Proviſo; and alſo that he the ſaid *Adam Alkin*, his Heirs, Executors and Adminiſtrators, ſhall and will well and truly obſerve, perform and keep all and every other the Covenants and Agreements on his and their Parts to be performed and kept, which are contained in the ſame Indenture of Releaſe, as fully and effectually to all Intents and Purpoſes whatſoever, as if he had actually ſealed the ſame Indenture, or as if the ſaid Covenants and Agreements were herein particularly mentioned and expreſſed. And laſtly, The ſaid *Edmund Eldred* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree to and with the ſaid *Adam Alkin*, his Heirs, Executors and Adminiſtrators, that in caſe the ſaid *Adam Alkin*, his Heirs, Executors or Adminiſtrators, ſhall and do Yearly and every Year, from Time to Time, and for ſo long Time as the ſaid principal Sum of 6000*l.* or any Part thereof, ſhall remain due and owing to the ſaid *Edmund Eldred*, his Executors, Adminiſtrators or Aſſigns, upon the ſaid Mortgage and Security of the fourteenth and fifteenth of *December* 1742, well and truly pay, or cauſe to be paid unto the ſaid *Edmund Eldred*, his Executors, Adminiſtrators and Aſſigns, by even and equal Half-yearly Payments, upon every fifteenth Day of *June*, and fifteenth Day of *December* in every Year, or within fifty Days next after every of the ſame reſpective Half-yearly Days of Payments, the yearly Sum of 240*l.* of lawful Money of *Great Britain*, for the Intereſt of the ſaid whole principal Sum of 6000*l.* (being after the Rate of 4*l. per Cent. per Annum*) and ſo proportionably, and after that Rate for ſo much of the ſaid Sum of 6000*l.* as ſhall then remain due or owing, then, and in ſuch Caſe, and not otherwiſe, he the ſaid *Edmund Eldred*, his Executors, Adminiſtrators or Aſſigns, ſhall and will from Time to Time receive and accept of the ſame in lieu and full Satisfaction of and for the Intereſt of the ſaid 6000*l.* after the Rate of 5*l. per Cent. per Annum*, herein before provided and covenanted to be paid for the ſaid principal Sum of 6000*l.* and ſhall and will from Time to Time give Receipts and Diſcharges for the ſame accordingly; any Covenant, Proviſo or Agreement therein before contained to the contrary thereof in any wiſe notwithſtanding.—In witneſs, *&c.*

and releaſes the Premiſſes.

Subject to the Proviſo for Redemption, and covenants to pay the Money,

and perform Covenants, *&c.*

The Mortgagee covenants (in caſe of early Payment) to accept leſs Intereſt.

A Conſent.

A Conſent.

A Deed Poll, being the Aſſent of a Son (to whom a Moiety of his Siſter's Portion was deviſed over, in caſe ſhe ſhould marry a particular Perſon) that the Intereſt ſhall be paid her, ſuch Marriage not having taken Effect, nor the Portion yet payable.

Recital of Part of a Will giving a Portion and Intereſt to a Daughter on Condition to be void if ſhe marries a particular Perſon, and deviſing it over by Moities to her Brother and Siſter.

WHEREAS *Auſtin Archer*, late of the Borough of *Bardon* in the County of *Cornwall*, Dyer, deceaſed, did in and by his laſt Will and Teſtament in Writing, dated on or about the ſecond of *Auguſt* 1726, amongſt other Things therein contained, give to his Daughter *Dorothy Archer* the Sum of 2000*l.* to be paid her within a Year after her Marriage with any Man whatſoever (except Mr. *Edmund Eades* of *Bardon* aforeſaid); but if ſhe then was or ſhould be married to the ſaid Mr. *Edmund Eades*, then he gave her 30*l.* and no more, and then the ſaid Legacy of 2000*l.* to ceaſe, and directed, that after his Deceaſe Intereſt for the ſaid 2000*l.* in the mean Time, till Payment thereof, ſhould be paid to the ſaid *Dorothy* for her Support and Maintenance, by equal Quarterly Payments, as therein is mentioned, if ſhe was not then married to the ſaid Mr. *Edmund Eades*; but if ſhe was or ſhould be married to him, then the 30*l.* Legacy to be forthwith paid her, and then the Quarterly Payments to her of the ſaid Intereſt Money ſhould forthwith ſink; and then alſo and in ſuch Caſe he gave 1000*l.* the Half-Part of the ſaid 2000*l.* unto his Son *Auſtin Archer*, his Executors, Adminiſtrators and Aſſigns, and 1000*l.* the other Half-Part thereof, he then alſo gave to his Daughter *Frances Fell* (then and now Wife of *Gilbert Fell* of *Hayn* in the County of *Cornwall*, Joiner) her Executors, Adminiſtrators and Aſſigns, and made the ſaid *Frances Fell* ſole Executrix. And whereas the ſaid Legacy of 2000*l.* is not yet become payable to the ſaid *Dorothy Archer*, nor hath it been hitherto proved or made out that ſhe is married to the ſaid Mr. *Edmund Eades*, for which Reaſon the ſaid *Gilbert Fell* and *Frances Fell* have hitherto paid the Intereſt of the ſaid 2000*l.* unto the ſaid *Dorothy Archer* for her Support and Maintenance, from the Deceaſe of the ſaid *Auſtin Archer* the Teſtator, and intend to continue the Payment thereof until ſuch Time as the ſame Legacy of 2000*l.* ſhall become payable to her as aforeſaid, or until ſuch Time as her Marriage with the ſaid Mr. *Edmund Eades* can be proved or made appear. Now know all Men by theſe Preſents, That I the ſaid *Auſtin Archer* the Son do hereby teſtify and declare my full and free Conſent to and Approbation of the Payment of all ſuch Intereſt as hath hitherto been made to the ſaid *Dorothy Archer* by the ſaid *Gilbert Fell* and *Frances* his Wife as aforeſaid. And I do hereby alſo further teſtify and declare my full and free Conſent to, and Approbation of the Continuance of the Payment of the Intereſt of the ſaid 2000*l.* by the ſaid *Gilbert Fell* and *Frances* his Wife, or either of them, unto the ſaid *Dorothy Archer*, until ſuch Time as the ſaid 2000*l.* ſhall become payable to her as aforeſaid, or until her Marriage with the ſaid Mr. *Edmund Eades* can be proved or made to appear. In witneſs, *&c.*

The Aſſent.

Copartnerships, Articles and Agreements concerning them.

N° 1. *Articles of Copartnerſhip in the Trade of a Dyer, between two, with proper Covenants. The firſt Party ſupplies the Skill and Induſtry, and the ſecond Party advances the Money.*

Articles of Agreement indented, made, concluded and agreed upon this ſeventeenth Day of May Anno Domini 1707, *and in the ſixth Year of the Reign of our Sovereign Lady* Anne, &c. *between* Auſtin Afry *of*, &c. *of the one Part, and* Belin Bray *of*, &c. *of the other Part, as follows.*

Recital that one Party not having ſufficient, *&c.* hath applied to the other, which he agrees to upon Terms, *&c.*

WHEREAS the ſaid *Belin Bray* hath for ſome Time been minded and deſirous again to ſet up the Trade of a Dyer in *Charlton*, but can't hitherto effect the ſame for want of a Dye-Houſe and other neceſſary Accommodations there, and for that he hath not a ſufficient Stock to carry on the ſaid Trade, and therefore hath lately applied himſelf to the ſaid *Auſtin Afry* to aſſiſt him therein, which the ſaid *Auſtin Afry* is willing and ready to do upon the Terms, and for the Conſiderations therein after mentioned. Now therefore witneſs theſe Preſents, That it is hereby mutually and reciprocally concluded, declared and agreed by and between the ſaid Parties to theſe Preſents, in Manner following; that is to ſay,

The laſt Party covenantsthat the firſt ſhall enjoy certain Tenements for ſeven Years, *&c.*

Imprimis, The ſaid *Auſtin Afry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Belin Bray*, his Executors, Adminiſtrators and Aſſigns in manner following; (that is to ſay) That he the ſaid *Belin Bray* ſhall and may peaceably and quietly have, hold and enjoy for and during the Term of nine Years next enſuing the Date hereof, if they the ſaid *Auſtin Afry* and *Belin Bray* ſhall both ſo long live, at and under the yearly Rent of one Pepper-Corn, payable at the Feaſt of the Nativity of St. *John* the Baptiſt, if lawfully demanded, all [*Here to be inſerted the Parcels.*] And

and to lend Money,

further, that he the ſaid *Auſtin Afry* ſhall and will during the Continuance of the ſaid Term of nine Years, determinable as aforeſaid, advance and lend to the ſaid *Belin Bray* without Intereſt, ſuch Sum and Sums of Money as he ſhall from Time to Time have Occaſion for in order to carry on his ſaid Trade and Buſineſs; and

and to promote the Trade by ſending Cloth to be died, *&c.*

alſo, that he the ſaid *Auſtin Afry* ſhall and will uſe his Endeavour from Time to Time to promote and advance the ſaid Trade of the ſaid *Belin Bray* during the ſaid Term, by ſending him Cloth to be dyed, and recommending Cuſtomers to him on that Account, as he ſhall have Opportunity; and alſo that he the ſaid *Auſtin Afry* ſhall and will during the Term aforeſaid, pay and allow to the ſaid *Belin Bray* for the Dying of all Cloth which the ſaid *Auſtin Afry* ſhall ſend to him for that Purpoſe, in caſe the ſame be done according to the Standard or Pattern agreed upon between them, and to which both their Seals are affixed, after the Rate of 8 *l.* for every Cloth commonly called a Long *Worceſter* Cloth, and ſo proportionably for any greater or leſſer Quantity. And in caſe any ſuch Cloths ſhall be dyed with the Ingredients mentioned on the Backſide of theſe Articles, then and in ſuch Caſe he the ſaid *Auſtin Aſtry* ſhall and will pay and allow unto the ſaid *Belin Bray* ſo much more, over and above the ſaid 8 *l.* for each Cloth, as ſuch Ingredients ſo uſed as aforeſaid did at firſt coſt the ſaid *Belin Bray*, and no more.

and to allow certain Prices for dying with certain Materials.

Proviſion as to other Materials aſcertained.

The firſt Party covenants to ſet up the Trade, *&c.*

Item, In conſideration of the Premiſſes he the ſaid *Belin Bray* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Auſtin Afry*, his Executors and Adminiſtrators, in manner following; that is to ſay, That he the ſaid *Belin Bray* ſhall and will forthwith ſet up his ſaid Trade of a Grain-Dyer in the ſaid Dye-Houſe, and carry on and follow the ſame with the utmoſt Care, Application and Diligence, for and during all the

ſaid

ſaid Term aforementioned, and provide himſelf from Time to Time with all ſuch Wares, Materials and Ingredients as are neceſſary and requiſite for carrying on the ſame. And alſo that the ſaid *Auſtin Afry* ſhall and may from Time to Time, during the Term aforeſaid, have, receive, and take to and for his own proper Uſe and Benefit the Sum of 40*l.* of lawful Money of *England*, out of, and for every hundred Pounds which the ſaid *Belin Bray* ſhall earn, get or contract for, in, or by the ſaid Trade or Buſineſs of a Dyer, to be reckoned and computed according to the original Agreement with his Cuſtomers without any Abatement or Deduction, for or in reſpect of any Damage or Loſs which he ſhall or may ſuſtain by means of his Non-Performance, or not due Performance of ſuch Agreement or otherwiſe; and ſo proportionably for any greater or leſſer Sum than one hundred Pounds. And for the more punctual Payment thereof he the ſaid *Belin Bray* doth hereby covenant and agree, that he will not at any Time or Times hereafter, during the ſaid Term of nine Years, without the expreſs Order of the ſaid *Auſtin Afry* in Writing under his Hand, receive any Debt or Debts, Sum or Sums of Money which ſhall grow due for Work done in or about his ſaid Trade, from any of his Cuſtomers, but ſhall and will from Time to Time permit and ſuffer the ſaid *Auſtin Afry* to receive the ſame; and thereout in the firſt Place to deduct the ſaid 40*l. per Cent.* for his own Uſe and Benefit, and after Deduction thereof to imploy the Reſidue thereof in manner following; that is to ſay [*Here certain Particulars were to be inſerted.*] And in caſe the ſaid *Belin Bray* ſhall at any Time or Times hereafter, by Virtue of ſuch Order as aforeſaid, receive any ſuch Monies or Debts, then and ſo often he the ſaid *Belin Bray* ſhall and will forthwith; or ſo ſoon after as conveniently may be, bring and pay over the ſame to the ſaid *Auſtin Afry* for the Purpoſes aforeſaid; and further, that he the ſaid *Belin Bray* ſhall and will from Time to Time during the aforeſaid Term of nine Years dye, or cauſe to be dyed in good and workmanlike Manner all the Cloth which the ſaid *Auſtin Afry* ſhall ſend, or cauſe to be ſent to him for that Purpoſe, according to the Standard or Pattern aforeſaid, and after the Rate aforeſaid; and if at any Time or Times the ſaid *Auſtin Afry* ſhall give Order or Direction to make uſe of the aforeſaid Ingredients, or any of them, in Dying ſuch Cloths, then and ſo often the ſame ſhall be uſed accordingly, without taking or demanding on that Account more than what ſuch Ingredients ſo uſed firſt coſt the ſaid *Belin Bray*. And further, that he the ſaid *Belin Bray* ſhall and will from Time to Time during the Term aforeſaid, keep or cauſe to be kept true and faithful Accounts of all his Dealings, Contracts, Work and Buſineſs in or about his ſaid Trade, and of all Debts and Monies which ſhall from Time to Time grow due or become owing to him on the Account thereof; and for the more full and clear Evidencing and Diſcovery thereof ſhall and will keep, or cauſe to be kept one or more Book or Books of Account, wherein all ſuch Dealings, Contracts, Debts, Matters and Things ſhall be from Time to Time fairly entered and wrote down; which Book or Books of Account ſhall be always kept in ſome convenient Place belonging to the ſaid Dye-Houſe to which the ſaid *Auſtin Afry* ſhall or may have always free Liberty to reſort and come, and to peruſe, read, tranſcribe and copy out the ſame, or any Part thereof, at his own Will and Pleaſure. And moreover, that he the ſaid *Belin Bray* ſhall and will from Time to Time during the ſaid Term of nine Years, honeſtly and faithfully inſtruct the ſaid *Auſtin Afry* in the whole Art and Myſtery of the ſaid Trade of Dying, and fully diſcloſe and lay open to him all Secrets, Matters and Things relating thereto: In conſideration whereof the ſaid *Auſtin Afry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Belin Bray*, his Executors and Adminiſtrators, that he the ſaid *Auſtin Afry* will not at any Time during the ſaid Term of nine Years, if the ſaid *Belin Bray* ſhall in the mean Time truly perform and keep all and every the Covenants and Agreements herein contained on his Part to be done and performed, ſet up or follow the ſaid Trade or Buſineſs of Dying on his own Account. And the ſaid *Belin Bray* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Auſtin Afry*, his Executors and Adminiſtrators, that he the ſaid *Belin Bray* ſhall and will at his own proper Coſts and Charges from Time to Time, and as often as need ſhall require during the ſaid Term of nine Years, well and ſufficiently repair, amend, uphold, ſupport, maintain and keep

and to allow the other Party a certain Proportion of Profits without Deduction for Damages of Goods, &c.

The firſt Party covenants that the ſecond Party receive the Money, and deduct his Share,

and apply the Reſidue,

and that if the firſt Party receives any, he ſhall pay over to the other, and that he will well dye the Cloths which the other ſends to him.

Proviſion as to particular Ingredients,

and to keep true Accounts,

and Books,

of which the other may take Copies;

and that the firſt Party will inſtruct the other, &c.

The ſecond Party covenants not to follow the ſame Trade, &c.

The firſt Party covenants to repair, &c.

the ſaid Dye-Houſe, Rooms, Chamber, and other the Premiſſes, and ſhall and will leave, ſurrender, and yield up the ſame ſo well and ſufficiently repaired and kept at the End or other ſooner Determination of the ſaid Term, and alſo ſhall and will during the ſaid Term allow and pay one full third Part of the Charge of maintaining and keeping the ſaid Garden in good Order and Repair from Time to Time.

A Proviſo that if the firſt Party do not perform, *&c.* the Covenants, *&c.* of the other Party to ceaſe.

Provided always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in caſe the ſaid *Belin Bray* ſhall not in all things well and truly obſerve, perform, and keep all and every the Covenants, Grants and Agreements herein before contained on his Part to be done and performed, according to the true Intent and Meaning hereof, that then from and after any Breach thereof, and at all Times from thenceforth, all and every the Covenants, Grants, Articles and Agreements herein contained on the Part and Behalf of the ſaid *Auſtin Afry*, ſhall ceaſe, determine, and be utterly void and of none Effect, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And laſtly,

Mutual Obligations in penal Sums for Performance.

Each of them the ſaid *Auſtin Afry* and *Belin Bray* doth hereby bind and oblige himſelf, his Heirs, Executors and Adminiſtrators, to the other of them, his Executors and Adminiſtrators, in the penal Sum of 4000*l.* of lawful Money of *England* for the true and faithful Performance of all and every the Covenants, Grants, Articles and Agreements herein before contained, and which by them reſpectively are or ought to be obſerved, performed and kept as aforeſaid. In witneſs, *&c.*

N° 2. *An Agreement to diſſolve a Copartnerſhip beiween two Mercers. This Deed to be indorſed on the Deed of Copartnerſhip.*

THIS Indenture, made the nineteenth Day of *October* 1728, and in the ſecond Year of the Reign of our Sovereign Lord *George* the Second, *&c.* between the within named *Abraham Adams* of the one Part, and within named *Bartholomew Barton* of the other Part. Whereas the ſaid Parties hereto, and to the within written Indenture of Copartnerſhip, have mutually agreed from henceforth to ceaſe, determine, and diſſolve their Copartnerſhip within written and contained, and no longer to be or continue Co-Partners, or Joint-Traders in their within mentioned Trade or Buſineſs of Mercers; and in order to ſuch Diſſolution of the ſaid Copartnerſhip they the ſaid Parties have on or before the Day of the Date hereof ſtated and ſettled a full, fair and final Account between them, of, for and concerning all Silks, Goods, Wares, Merchandizes, ready Monies, Stock in Trade, Debts, Credits, and all other Effects, Matters and Things belonging, or due or owing to or from the ſaid Parties as Copartners or Joint-Traders, or in any wiſe touching or concerning their ſaid Copartnerſhip or Joint-Trade; as by the ſaid ſtated Account ſigned by both the ſaid Parties, a Duplicate whereof remains with each of them, Relation being thereunto had, may appear. And whereas the ſaid Parties after ſigning the ſaid ſtated Account, and Payment of all Debts by them owing as Copartners, or on account of their ſaid Joint-Trade have equally ſhared and divided between them all the remaining Caſh and ready Monies belonging to their ſaid Joint-Trade; and did thereupon mutually agree, that all ſuch Debts and Sums of Money as are yet ſtanding out and remain due and owing to them the ſaid Parties from any Perſon or Perſons whatſoever, for or on account of their ſaid Joint-Trade, and which amount in the Whole to the Sum of 2000*l.* or thereabouts, ſhould with all convenient Speed, and at the equal Coſts and Charges of the ſaid Parties, or their reſpective Executors or Adminiſtrators, be called and got in, and be thereupon paid to and equally ſhared and divided between them the ſaid Parties, or their reſpective Executors or Adminiſtrators, without any Preference or Precedency to either of them the ſaid Parties, and without any Benefit or Advantage of Survivorſhip to be had by or to accrue to either of them, in caſe of the Death of the other of them, before all the ſaid Debts be got in and paid, and divided as aforeſaid. And the ſaid Parties did further mutually agree, that on the Diſſolution of their ſaid Copartnerſhip the ſaid *Bartholomew Barton*, who intends alone and by himſelf to carry on the ſaid Trade, ſhould have and take to and for his own Uſe and Benefit, all the Moiety, Part and Share of him the ſaid *Abraham Adams*, of and in all the Silks, Wares, Goods, Merchandizes, Stock and Effects belonging to the ſaid Joint-

An Agreement to diſſolve the Copartnerſhip recited.

and that the Parties have ſettled Accounts,

and have ſhared the Caſh,

and agreed that Debts ſhould be got in

and ſhared,

without Benefit of Survivorſhip,

and that one of them (who intends to trade alone) ſhould take the Stock,

Trade and Copartnerſhip, ſave and except only ſuch Part thereof as conſiſted in ready Monies, or Debts owing to the ſaid Copartnerſhip, and ſhould pay and allow therefore unto him the ſaid *Abraham Adams* the Sum of 1500*l.* of lawful Money of *Great Britain*, being the Rate or Price which the ſaid Parties have eſtimated the ſaid Moiety, Part or Share of him the ſaid *Abraham Adams* to be worth. Now this Indenture witneſſeth, That in purſuance and Part of Performance of the ſaid recited Agreements, and in conſideration of the Premiſſes, they the ſaid *Abraham Adams* and *Bartholomew Barton*, with the mutual Aſſent and Conſent of each other, have determined, ceaſed and diſſolved, and do hereby determine, ceaſe and diſſolve their ſaid Copartnerſhip and Joint-Trade, and the within written Indenture of Copartnerſhip, and every Clauſe, Article, Matter and Thing therein contained, and do hereby declare and agree, that the ſame ſhall from henceforth ceaſe, determine, and be utterly void to all Intents and Purpoſes as fully and effectually as if the ſaid Copartnerſhip had never been entered into, and the ſaid within written Indenture had never been made, any Thing therein contained to the contrary notwithſtanding. And this Indenture further witneſſeth, That in further Purſuance and Performance of the ſaid recited Agreements, and in conſideration of the ſaid Sum of 1500*l.* of lawful Money of *Great Britain* to the ſaid *Abraham Adams* in hand paid by the ſaid *Bartholomew Barton*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof he the ſaid *Abraham Adams* doth hereby own and acknowledge, and thereof, and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Bartholomew Barton*, his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *Abraham Adams* hath given, granted, bargained, ſold, aſſigned and delivered, and by theſe Preſents doth give, grant, bargain, ſell, aſſign and deliver unto the ſaid *Bartholomew Barton*, all the Moiety, Part and Share of him the ſaid *Abraham Adams* of and in all and every, or any the Silks, Goods, Wares, Merchandizes, Stock and Effects which now do, or at the Time of ſigning the ſaid ſtated Account did belong or appertain to the ſaid Joint-Trade or Copartnerſhip, or to the ſaid Parties or either of them, by Virtue thereof, ſave and except only ſuch Caſh and ready Monies as have been ſhared and divided as aforeſaid, and ſuch Debts as are yet ſtanding out and owing to the ſaid Parties on account of the ſaid Joint-Trade, and alſo all the Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid *Abraham Adams*, of, in, to or out of the ſaid hereby bargained, ſold, and aſſigned Moiety and Premiſſes, every or any Part thereof, by Virtue of the ſaid Indenture of Copartnerſhip or otherwiſe (except as is herein before excepted); To have, hold, receive, perceive, take and enjoy the ſaid hereby bargained, ſold and aſſigned Moiety and Premiſſes, and all the Benefit and Advantage thereof (except before excepted) unto the ſaid *Bartholomew Barton*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit, and as his and their own proper Goods and Chattels from henceforth abſolutely and for ever. And for the Conſiderations aforeſaid it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and each of them the ſaid Parties for himſelf, his Executors and Adminiſtrators, doth hereby covenant, promiſe and agree, to and with the other of the ſaid Parties, his Executors and Adminiſtrators, in manner following; that is to ſay, That he, his Executors and Adminiſtrators ſhall and will do his and their utmoſt Endeavours with all convenient Speed, to call and get in all ſuch Debts and Sums of Money as are yet ſtanding out and remain due and owing to them the ſaid Parties from any Perſon or Perſons whatſoever, for or on account of their ſaid Joint-Trade and Copartnerſhip; and that the ſame Debts and Sums of Money, after Deduction thereout of all Coſts and Charges expended or ſuſtained in or about getting in the ſame, ſhall from Time to Time, as the ſame are got in and received, be paid to and equally ſhared and divided between them the ſaid Parties, or their reſpective Executors or Adminiſtrators, without any Preference or Precedency to either of the ſaid Parties, and without any Benefit or Advantage of Survivorſhip to be had or taken by, or to accrue to either of them the ſaid Parties, in caſe of the Death of the other of them before all the ſaid Debts ſhall be got in and paid and divided as aforeſaid. And laſtly, Each of them the ſaid Parties doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, remiſe, releaſe and quit-claim to the other of them, his Heirs, Executors and Adminiſtrators, all and all manner

paying for a Moiety.

The Agreement to determine the Copartnerſhip,

and Aſſignment of a Moiety of the Stock, from one to the other.

except Money ſhared, and Debts,

Mutual Agreement to endeavour to get in Debts,

to be ſhared, deducting Coſts,

without Benefit of Survivorſhip.

Mutual Releaſes with reſpect to the Copartnerſhip.

Manner of Action and Actions, Cauſe and Cauſes of Action, Suits, Controverſies, Accounts, Reckonings, Sum and Sums of Money, Claims and Demands whatſoever, at Law or in Equity, which either of them the ſaid Parties, his Heirs, Executors or Adminiſtrators, now hath, or hereafter may have againſt the other of them, his Heirs, Executors or Adminiſtrators, for or by reaſon of the within written Indenture of Copartnerſhip, or any Clauſe, Covenant, Agreement, Matter or Thing therein contained, or for or by reaſon of any other Matter or Thing whatſoever touching or in any wiſe relating to the ſaid Joint-Trade or Copartnerſhip, ſave and except only the ſaid Agreements herein before contained for getting in and dividing the ſaid Debts and Sums of Money ſo ſtanding out and remaining due and owing to them the ſaid Parties, for or on account of the ſaid Joint-Trade and Copartnerſhip as aforeſaid. In witneſs, *&c.*

with ſaving of the Matters now agreed on.

N°. 3. *A Deed of Copartnerſhip between two, for the Carrying on the Trade of a Potter. One of the Partners having a Houſe,* &c. *for that Purpoſe; which is to be enjoyed by Moieties at a ſtated Value. Other proper Covenants, as in the Margin.*

THIS Indenture, made the tenth Day of *May Anno Domini* 1730, and in the third Year of the Reign, *&c.* between *Amos Alkin* Citizen and Grocer of *London*, of the one Part, and *Bona Bell* of *Camberwell* in the County of *Surry*, Spinſter, of the other Part, witneſſeth, That the ſaid *Amos Alkin* and *Bona Bell* for the good Opinion they have of each other, and for the Bettering and Improving of their Eſtates, by God's Bleſſing and their honeſt Endeavours, and for other good Cauſes and Conſiderations them thereunto moving, have concluded and agreed, and by theſe Preſents do mutually promiſe and agree to and with each other to be and continue Copartners and Joint-Traders in the Art and Myſtery of Pot-Making, and in Selling, Bartering and Tranſporting of all Sorts of Pots and Earthen Ware, for the Term and Space of fourteen Years, commencing and to be accounted from the Day of the Date hereof, fully to be compleat and ended, if both theſe Parties ſhall ſo long live, ſubject to the Proviſoes and Agreements herein after mentioned; the ſame Joint-Trade to be managed and carried on in the Pot-Houſe, Mill and Warehouſes, and ſuch Part of the Meſſuage or Dwelling-Houſe and Ground of her the ſaid *Bona Bell*, ſituate and being in *Camberwell* aforeſaid, as now are or is uſed and employed for that Purpoſe, or in ſuch other Houſe or Warehouſe, or Place of Trade as the ſaid Parties ſhall in that Behalf mutually agree on; and for the better Managing and Carrying on the ſaid Joint-Trade, the ſaid *Amos Alkin* and *Bona Bell* have as a preſent Stock made up, brought in, and put together between them the full Sum or Value of 4000*l.* of lawful Money of *Great Britain*, conſiſting in ready Monies and in Pots, Perfect Earthen Ware, Clay, Biſket, Clay-Ware, Wood, Lead, Colours ground and unground, Pot-Boards, and other Utenſils and Things incident or belonging to the ſaid Trade, in equal Moieties and Proportions (as by two ſeveral Books or Catalogues of the ſeveral Particulars thereof mutually ſigned by both the ſaid Parties on the Day of the Date hereof, may appear) which is to be accounted and taken as their Capital or Principal Stock; and thereupon it is mutually and reciprocally covenanted, granted, concluded and agreed upon by and between the ſaid Parties, and each of them for him and herſelf, his and her Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and agree, to and with the other of them, his and her Executors and Adminiſtrators, in Manner and Form following; that is to ſay, That the ſaid Capital Stock of 4000*l.* and all Gains, Profit and Increaſe which ſhall be made, raiſed or gotten in or by means of the ſaid Joint-Trade, ſhall from Time to Time during the ſaid Copartnerſhip, be continued, uſed and employed in the ſaid Joint-Trade, and no Part thereof be taken out therefrom, or be by either of the ſaid Parties uſed, converted or employed in or for any other Uſe, Trade, Intent or Purpoſe whatſoever (except ſuch Allowances and Deductions as are herein after mentioned) and that neither of the ſaid Parties during this Copartnerſhip ſhall with his or her own Money (not belonging to the ſaid Joint-Stock) or upon Credit given him or her by any Perſon or Perſons whatſoever, trade, traffick

Conſiderations and Agreement,

for fourteen Years, if both Parties live.

The Place.

Stock put in particulariſed in two Catalogues.

Stocks and Profits to be employed in the Joint-Trade, and not otherwiſe during the Term, with Exception.

Neither of the Parties to trade ſeparately.

traffick or deal in any Matter or Thing in the Way of the aforeſaid Trade, or in any of the Wares or Commodities in which the ſaid Parties ſhall mutually agree to trade or deal in, ſave only on the Account and for the Benefit of the ſaid Joint-Stock and Trade; and that the ſaid Joint-Stock and Trade, and all Buyings, Sellings, Receipts, Payments, Debts, Bills of Parcels, Specialties and Aſſurances, which during the ſaid Copartnerſhip ſhall be had, made or taken in or touching the ſame Trade, ſhall be from Time to Time managed, driven, entered, made and taken in the Joint-Names of the ſaid Parties, and to and for their equal Benefit and Advantage; and that each of the ſaid Parties, his and her Executors and Adminiſtrators, ſhall at all Times during this Copartnerſhip, and at the Ceaſing, Diſſolving, or other Determination thereof, have and enjoy an equal Share, Right, Title and Intereſt of, in and to the ſaid Joint-Stock, and of, in and to all Gains, Profit, Increaſe and Benefit whatſoever which ſhall ariſe, accrue or be made thereby, and of, in and to all Monies, Debts, Goods, Wares and Commodities which from Time to Time ſhall be in or belonging to the ſaid Copartnerſhip, in equal Proportions between them, to and for his and their own reſpective Uſe and Benefit; and that each of them the ſaid Parties, his and her Executors and Adminiſtrators, ſhall and may, upon or after the Diſſolution or Determination of this Copartnerſhip by Death or otherwiſe, receive and take his, her and their ſaid Part or Share of all and ſingular the Premiſſes to his, her and their own reſpective Uſe, in Manner herein after expreſſed, without any Claim or Benefit to be had or taken by either of the ſaid Parties ſurviving the other, any Law or Cuſtom, or any Thing herein contained to the contrary notwithſtanding; and that all Debts and Duties which are or ſhall be owing by the ſaid Parties on account of their ſaid Joint-Trade, and all Loſſes and Damages which ſhall happen to the ſaid Joint-Stock, or the Gains thereof, by bad Debtors, Loſs, Damage or Decay of Goods, Suits in Law, Neglects or Miſmanagements of Servants or Apprentices, or any other Accidents whatſoever, and all Servants Wages, and other neceſſary Charges which ſhall be occaſioned or laid out in or about the ſaid Joint-Trade, ſhall at all Times during this Copartnerſhip be allowed and borne by and out of the ſaid Joint-Stock and the Gains thereof, ſo as each of the ſaid Parties ſhall bear and pay an equal Share thereof. And it is hereby further agreed between the ſaid Parties, that the Meſſuage or Dwelling-Houſe where the ſaid Parties now dwell, and the ſaid Pot-Houſe and Warehouſes, and the ſaid Mill and Ground where the ſaid Joint-Trade is now carried on, and all other the Lands and Grounds of the ſaid *Bona Bell* in *Camberwell* aforeſaid, ſhall during the ſaid Copartnerſhip be held and enjoyed by the ſaid Parties to theſe Preſents, in equal Moieties, and be valued and reckoned at the yearly Rent of 100*l.* which yearly Rent, together with all Taxes, Rates and Pariſh Duties that ſhall be paid for the Premiſſes, and all needful and neceſſary Charges for improving, upholding or repairing the ſame, ſhall be paid and borne by and out of the ſaid Joint-Stock; and further, that each of them the ſaid Copartners ſhall and will at all fitting Times during this Copartnerſhip diligently and faithfully imploy and apply him and herſelf in and about the Buſineſs of the ſaid Joint-Trade and the Management thereof, for the beſt Advantage of both the ſaid Parties and of the ſaid Joint-Stock; and that they the ſaid Parties ſhall and will be true and juſt to each other in all his, her and their Bargains, Sales, Buyings, Receipts, Payments, Accounts and Dealings in and about the Premiſſes, and thereof, upon Requeſt, ſhall and will give a true Account each of them to the other of them. And it is further covenanted and agreed by and between the ſaid Parties, that for the better continuing of true and Plain-dealing between them concerning the ſaid Joint-Stock and Trade, they the ſaid Parties ſhall and will provide and keep, or cauſe to be kept ſuch and ſo many Books as ſhall be neceſſary, wherein they ſhall write or cauſe to be written the juſt and true Particulars of all Monies received and paid, and of all Goods, Wares and Commodities that ſhall be bought and ſold, received in or delivered out, and the Rates and Prices at which the ſame were bought and ſold, received and delivered, and of all Debts which ſhall be contracted, and of all other Things conducing to the Manifeſting the Eſtate of the ſaid Joint-Trade; and that the ſame Books, together with all other Papers and Writings touching or relating to the ſaid Joint-Trade ſhall always remain extant, and be kept in ſome convenient Part of their Houſe or Place of Trade for the Time being, where each of the ſaid Parties may during this Copartnerſhip, and at

at the Diſſolution of Partnerſhip Parties to divide equally.

No Benefit of Survivorſhip.

Debts, Loſſes and Charges to be born equally.

To enjoy the Houſe, Mill, &c. by Moieties at a ſtated Value *per Annum*.

Rent, Taxes, and Repairs to be paid out of the Joint-Stock.

Partners to apply diligently,

and to be juſt to each other, and upon Requeſt to account.

To keep Books of Receipts and Payments, Goods bought and ſold, Debts, &c.

in ſome convenient Place, &c. for Peruſal, &c. of the Parties.

at all ſeaſonable Times afterwards have free Acceſs to and come by them, and may peruſe and copy out the ſame or any of them, at his or her Freewill and Pleaſure, without the Let or Hindrance of the other of them, his or her Executors or Adminiſtrators; and that neither of the ſaid Parties without the Conſent of the other of them, ſhall ſell, lend or deliver by Way of Credit, Loan or Truſt, any Monies, Goods, Wares or Commodities belonging to the ſaid Joint Trade, or to any Perſon or Perſons whom the other of the ſaid Parties ſhall forewarn or forbid to be credited or truſted; and that neither of the ſaid Parties ſhall, without the Conſent of the other of them, releaſe, diſcharge or compound any Debt or Duty which during this Copartnerſhip ſhall be due or owing to the ſaid Parties on account of their ſaid Joint-Trade, ſave only for ſo much as ſhall *bona fide* be received and brought into the Stock or Caſh of the ſaid Copartnerſhip; and that each of the ſaid Parties ſhall *bona fide* anſwer, pay, or otherwiſe make good unto the Stock or Caſh of the ſaid Joint-Trade all ſuch Monies or Goods belonging to the ſame as he, ſhe, or any others by his or her Order or Direction ſhall diſcharge or give any Receipt for; and that neither of the ſaid Parties, his or her Executors or Adminiſtrators ſhall during this Copartnerſhip, without the Conſent of the other of them, his or her Executors or Adminiſtrators firſt thereunto had and obtained in Writing under his, her or their Hands, enter into Bond, or otherwiſe become bound or charged as Bail or Surety for any Perſon or Perſons whatſoever, or do or wilfully ſuffer any other Act or Thing by means whereof the ſaid Joint-Stock or Trade, or any Monies, Goods, Wares, Debts or Increaſe which ſhall be in or belonging to the ſame, ſhall or may be prejudiced, ſeized or taken in Execution; and that neither of the ſaid Parties ſhall permit or ſuffer the ſaid Joint-Stock or Trade, or any of the Monies, Wares or Debts which ſhall be in, or due or belonging to the ſame, to be any ways charged or incumbered with or for any private or particular Debt or Duty which ſhall not concern this Copartnerſhip, but that every ſuch private or particular Debt or Duty ſhall be paid and diſcharged by him or her whoſe Debt or Duty the ſame ſhall be, by and out of his or her own particular Eſtate not included in this Copartnerſhip; and that all Servants and Apprentices taken to be imployed in the ſaid Joint-Trade during this Copartnerſhip, ſhall be ſo taken by and with the joint and mutual Conſents of both the ſaid Parties, and ſhall be maintained during their reſpective Employments therein by and out of the ſaid Joint-Stock, and all Monies paid to or received by the ſaid Parties or either of them, with or on account of any ſuch Servant or Apprentice, ſhall go and be equally divided between the ſaid Parties, their reſpective Executors or Adminiſtrators; and that the ſaid Parties ſhall and will Yearly during this Copartnerſhip, between the firſt Day of *December* and thirty-firſt Day of the ſame Month in every Year (unleſs prevented by Sickneſs) account together, and make, caſt up, and fully finiſh between them a true, perfect and particular Account and Reckoning in Writing, of, for and concerning all Monies, Goods, Wares, Debts, and other Eſtate and Effects then being in or belonging, or owing unto the ſaid Joint-Trade, and of all Debts and Duties then due and owing by and on account of the ſame; and upon finiſhing of every ſuch Account the ſaid Parties ſhall write, and enter or cauſe the true Particulars of every ſuch Account, and the Reſt or Balance thereof to be written and entered in two ſeveral Books, and ſhall ſubſcribe both their Names in each of the ſame Books at the Foot of every ſuch yearly Account (entered therein) in the Preſence of two Witneſſes, who ſhall ſubſcribe their Names as Witneſſes unto ſuch Subſcription of the ſaid Parties, in each of the ſame Books; and after the Names ſubſcribed each of the ſaid Parties ſhall have and take one of the ſaid Books into his or her own Cuſtody, and to his or her own Uſe; and alſo at or after the finiſhing and adjuſting ſuch yearly Account, the ſaid Parties ſhall then make ſuch Deductions and Dividends out of the Gains of the ſaid Joint-Stock as ſhall be then mutually agreed on between them, which ſaid Monies ſo to be deducted ſhall be equally divided between the ſaid Copartners. And it is hereby further agreed between the ſaid Parties, that in caſe either of them ſhall happen to die during this Copartnerſhip, then all ſuch bad and deſperate Debts due or owing to or on account of the ſaid Joint-Stock or Trade as ſhall not have been reckoned as a good Eſtate, and caſt up and included in ſuch yearly Accounts to be made and ſtated as aforeſaid, ſhall with all convenient Speed be divided and diſtributed between the Party ſurviving

One Party not to give Credit without the other's Conſent, &c.

nor compound Debts.

To make good to the Joint-Stock all Money received; not to become bound for any other Perſon,

nor to ſuffer the Joint-Stock to be charged for any private Debt, &c.

Servants, &c. to be taken by Joint-Conſent and maintained out of Joint-Stock.

Accounts to be made up in *December* yearly,

and entered in two Books, and ſubſcribed by the Parties, in Preſence of two Witneſſes,

to divide the Gains as they ſhall agree.

Agreement as to deſperate Debts if one Party dies,

and the Executors or Adminiſtrators of the Party deceaſed, in equal Shares and Proportions; and thereupon the Party ſurviving, and the Executors or Adminiſtrators of the Party deceaſed, ſhall give unto each other and their reſpective Executors and Adminiſtrators, full Power and Authority to get in and receive his, her and their reſpective Parts and Shares of ſuch bad Debts. And moreover, it is mutually covenanted, granted and agreed by and between the ſaid Parties, and each of them, for him and herſelf, his and her Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree, to and with the other of them, his and her Executors and Adminiſtrators, that at the End of the ſaid Copartnerſhip the ſaid Parties (if they be both then living) ſhall within one Month then next following meet and account together, and make, caſt up, ſtate and adjuſt between them a true, plain, perfect and final Account and Reckoning in Writing, of, for and concerning the ſaid Joint-Trade or Copartnerſhip, and all Monies, Debts, Goods, Wares, Merchandizes, Profits, Gains and Advantages which ſhall be then in or due, owing or appertaining, to their ſaid Joint-Stock or Trade, or to them the ſaid Parties for or on account thereof; and alſo of, for and concerning all Debts, Sums of Money, Loſſes, Charges and Expences, which by reaſon of the ſame Joint-Trade ſhall be by them the ſaid Parties due or owing to any Perſon or Perſons, or which they the ſaid Parties ſhall have ſuſtained for or on account thereof, ſo and in ſuch ſort as that it ſhall and may thereby appear what the true Eſtate of the ſaid Joint-Trade ſhall then be, and how much of the ſame ſhall be then ſeverally due, belonging or appertaining unto each of the ſaid Parties, according to the true Intent and Meaning of theſe Preſents; and immediately thereupon, and afterwards as ſoon as conveniently may be, true Payment and Satisfaction ſhall be made, or good Order taken for the true and ſpeedy Payment and Satisfaction of all ſuch Debts and Sums of Money as at the Time of the Expiration of the ſaid Copartnerſhip, ſhall be by them the ſaid Parties due or owing to any Perſon or Perſons, for or on account of the ſaid Joint-Trade; and then alſo the Payment, Diviſion and Delivery ſhall be made by and between the ſaid Parties (at their then Houſe or Place of Trade) of all and every ſuch Monies, Debts, Goods, Wares and other Things which ſhall be then in, or due, belonging or appertaining to the ſaid Joint-Stock or Trade, or to the ſaid Parties, on account thereof (over and above what ſhall be then owing by or on account of the ſaid Joint-Trade as aforeſaid) and thereupon alſo each of the ſaid Parties, his or her Executors or Adminiſtrators, ſhall make and give unto the other of them, his or her Executors and Adminiſtrators, ſuch Aſſignments of their reſpective Parts and Shares of the Debts which ſhall be then due to the ſaid Joint-Stock or Trade, together with full Power and Authority to ſue for and recover ſuch Debts as the Party who is to have the ſame Debts ſhall upon ſuch Diviſion as aforeſaid reaſonably require; and after ſuch Diviſion, Partition and Aſſignment ſhall be made, neither of the ſaid Parties, his or her Executors or Adminiſtrators, ſhall or will receive, releaſe, compound for, or diſcharge any Debt or Debts which ſhall be allotted to the other of them, his or her Executors or Adminiſtrators, without his or her Conſent to whom the ſame ſhall be ſo allotted. Provided always, and it is covenanted, granted, concluded and agreed by and between the ſaid Parties, and each of them, for him and herſelf, his and her Heirs, Executors and Adminiſtrators, doth hereby covenant, grant and agree, to and with the other of them, his and her Executors and Adminiſtrators, that if it ſhall happen that either of the ſaid Parties ſhall die before the Expiration of the ſaid Term of fourteen Years, then and in ſuch Caſe the Survivor of them, his or her Executors and Adminiſtrators, ſhall and will accept and take all the whole Stock of Goods, Wares, Merchandizes, Monies and Debts which at or immediately before the Deceaſe of the Party ſo dying ſhall in any wiſe be appertaining unto them the ſaid Parties as Copartners, or by reaſon, or on account of the ſaid Joint-Trade; and alſo in conſideration thereof, and for a full Recompence and Satisfaction to be had and made to the Executors or Adminiſtrators of the Party ſo dying, of and for his or her full Moiety, Part or Share of, in and to the ſaid Joint-Stock, the ſame Survivor, his or her Executors or Adminiſtrators, ſhall and will truly ſatisfy and pay, or cauſe to be ſatisfied and paid at or in their ſaid Dwelling-Houſe, or other their then Place of Trade, unto the Executors, Adminiſtrators or Aſſigns of the Party ſo dying, ſo much good and lawful Money as the full Value of the Moiety, Part and Share of or belonging to the ſaid Party ſo dying,

at the End of the Copartnerſhip Parties to account,

and pay Debts due from them,

and divide the Stock,

and take Order for getting in Debts due to the Stock,

but not compound without Conſent.

In caſe one Party dies within the Time, the Survivor is to take the Stock and pay the Value of a Moiety to the Repreſentative of the Deceaſed,

as valued in the laſt annual Account;

of

of and in the ſaid Joint-Stock and Trade did or ſhall appear to be or amount unto, by and according to the yearly Account then laſt before made and ſubſcribed with their Names as aforeſaid (in caſe any ſuch Account ſhall have been thentofore made); but in caſe no ſuch Account ſhall have been thentofore made, then ſo much lawful Money as the full Value of the Part and Share of the ſaid Capital Stock brought into Copartnerſhip by the Party ſo dying as aforeſaid, is or ſhall amount unto, together with Intereſt for the ſame at the Rate of 5*l. per Cent. per Annum*, to be accounted from the Time of the Death of the Party ſo dying till Payment thereof; the ſame to be paid in Manner following; that is to ſay, one Moiety or Half-Part thereof at the End of ſix Kalendar Months next after the Deceaſe of the Party ſo dying, and the other Moiety or Half-Part thereof at the End of twelve Kalendar Months next after ſuch the Deceaſe of the Party ſo dying. And for the better ſecuring the Payment thereof, the ſaid Party ſo ſurviving ſhall within one Month after the Deceaſe of the Copartner ſo dying, enter into and become bound to the Executors or Adminiſtrators of the ſaid Copartner ſo dying, in one or more Bonds or Obligations of double Penalty (with one or more ſuch Surety or Sureties as ſhall be to the good Liking of the Executors or Adminiſtrators of the ſaid Party ſo dying) conditioned for Payment to the Executors or Adminiſtrators of the Party ſo dying, of ſuch Monies and Intereſt at the Times and Place, and in Manner and Form aforeſaid; and ſhall alſo thereupon enter into and become bound to the Executors or Adminiſtrators of the Party ſo dying, in one or more Bonds or Obligations of ſufficient Penalty for ſaving harmleſs indemnifying the Heirs, Executors and Adminiſtrators, of the Party ſo dying, and his or her and their Lands and Tenements, Goods and Chattels, of and from all Debts and Duties which at the Time of his or her Deceaſe were jointly owing by them the ſaid Parties, to any Perſon or Perſons, for any Matter or Thing touching, or on Account of the ſaid Joint-Stock or Trade, and of and from all Actions, Suits, Coſts, Charges, Damages and Expences, for or about the ſame Debts and Duties, and every of them; which ſaid Debts and Duties the Party ſo dying doth agree to pay and ſatisfy in due and convenient Time. And that the Executors or Adminiſtrators of the Party ſo dying, upon the Sealing and Executing ſuch Bonds as aforeſaid, ſhall and will by Writing ſufficient in the Law duly executed, grant, aſſign and releaſe unto the Party ſurviving, his or her Executors or Adminiſtrators, all the Part, Property, Share, Right, Title, Intereſt, Benefit, Claim and Demand whatſoever, of the ſaid Executors and Adminiſtrators of the Party ſo deceaſing, of, in and to all and every the Monies, Goods, Wares, Debts, Stock, Gains, and other Eſtate whatſoever, which at the Time of his or her Death were in Joint-Trade or Copartnerſhip between them, or jointly owing or belonging unto them upon the Account of the ſaid Joint-Trade. And the ſaid *Bona Bell* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Amos Alkin*, his Executors and Adminiſtrators, that in caſe the ſaid *Bona Bell* ſhall happen to die during the Term of this preſent Copartnerſhip, and in the Life-time of him the ſaid *Amos Alkin*, then the Heirs and Aſſigns of her the ſaid *Bona Bell* ſhall and will, at the Requeſt, Coſts and Charges of the ſaid *Amos Alkin*, his Executors or Adminiſtrators, make and grant unto him the ſaid *Amos Alkin*, his Executors, Adminiſtrators and Aſſigns, a good and ſufficient Demiſe and Leaſe of the ſaid Meſſuage or Dwelling-Houſe, Pot-Houſe, Mill and Warehouſe aforeſaid, and of all other the Lands and Grounds now of her the ſaid *Bona Bell* in *Camberwell* aforeſaid, for ſo many Years, and ſo long Time as ſhall be then to come and unexpired of the ſaid Term of fourteen Years, at and under the yearly Rent of 100*l.* to be paid by Half-yearly Payments, and with uſual and reaſonable Covenants on both Sides, in ſuch Demiſe or Leaſe to be contained. And laſtly, It is hereby covenanted, granted, concluded and agreed, by and between the ſaid Parties, and each of them, for him and herſelf, his and her Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree, to and with the other of them, his and her Executors and Adminiſtrators, that if at any Time during this Copartnerſhip, or at or after the End thereof, any Variance, Strife, Controverſy, Doubt or Queſtion ſhall happen to ariſe, grow or be between the ſaid Parties, their Executors or Adminiſtrators, for or touching the ſaid Joint-Trade or Copartnerſhip, or for, upon, or touching any Covenant, Grant, Clauſe, Word,

or if no ſuch Account, at full Value of the Share brought into Trade, with Intereſt from the Death,

and the Survivor to give Bond with Sureties to the Repreſentative for making ſuch Payment,

and to indemnify the Heirs, &c. of the Deceaſed from Debts, Suits, &c.

and then the Repreſentatives to aſſign to the Survivor, their Part.

If *B. B.* dies within the Term, her Heirs to demiſe the Houſe, &c. to *A. A* to the End of the Term, at the ſtated Rent, &c.

Differences to be referred to Arbitrators,

Word, Matter or Thing herein contained, or the Conſtruction thereof, then every ſuch Doubt, Queſtion or Controverſy, ſhall be reſolved, diſcuſſed and determined by two indifferent Perſons, to be elected by and between the ſaid Parties, or their reſpective Executors or Adminiſtrators within twenty Days next after any ſuch Doubt, Queſtion or Controverſy ſhall ariſe; and in caſe ſuch two Perſons cannot agree and determine the Matter to them to be referred within twenty Days next after ſuch Reference, then the ſame ſhall be reſolved, diſcuſſed and determined by ſuch one indifferent Perſon, as the ſaid two firſt Referees or Arbitrators ſhall for that Purpoſe from Time to Time nominate and appoint Umpire in the Premiſſes, who ſhall determine the ſame within twenty Days next after he ſhall be appointed Umpire. And whatſoever End, Order or Determination the ſaid two Perſons, or the ſaid Umpire ſo to be elected and nominated as aforeſaid, ſhall within the reſpective Times in that Behalf aforeſaid, make between the ſaid Copartners, their Executors, Adminiſtrators or Aſſigns, of, for or about the Premiſſes, or any Part thereof, each of the ſaid Parties doth hereby for him and herſelf, and their reſpective Executors and Adminiſtrators, covenant, promiſe and agree, to and with the other of them, his and her Executors and Adminiſtrators, to ſtand to, perform and keep the ſame, without any further Suit or Trouble whatſoever. In witneſs, *&c.*

who may cauſe an Umpire.

Each Party to ſtand to the Determination.

A Deed of Copartnerſhip between two, in the Trade of a Linen-Draper, with proper Covenants. The Trade to be carried on in the Houſe which one of them has. One to bring in two Thirds Stock, and the other one Third, and to divide, &c. in Proportion. A Yearly Sum to be allowed for Servants Diet, and to entertain Cuſtomers. Many other Covenants, as in the Margin.

N° 4.

THIS Indenture, made the fourth Day of *December Anno Domini* 1732, and in the ſixth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain, &c.* between *Abel Aſton* Citizen and Grocer of *London*, of the one Part, and *Bruen Bell* Citizen and Girdler of *London*, of the other Part, witneſſeth, That the ſaid Parties hereto, for the good Opinion they have of each other, and for the Bettering and Improving of their Eſtates, by God's Bleſſing and their honeſt Endeavours, and for other good Cauſes and Conſiderations them hereunto moving, have concluded and agreed together, and by theſe Preſents do ſeverally promiſe and agree to and with each other, to enter into Copartnerſhip together, and to be and continue Copartners and Joint-Traders and Dealers in the Trade, Art and Myſtery of a Linen-Draper, and in the Buying and Selling of all Goods, Wares, Merchandizes, and other Things belonging to the ſaid Trade, or uſually traded and dealt in by Linen-Drapers; the ſaid Copartnerſhip to commence and be accounted from the fifth Day of this Inſtant Month of *December*, and to be and continue for the Term and Space of five Years from thence next enſuing fully to be compleat and ended (if both of them the ſaid Parties ſhall ſo long live) ſubject to the Terms, Proviſoes and Agreements herein after mentioned and contained: The ſaid Joint-Trade to be managed and carried on in the Meſſuage or Tenement now or late known by the Name or Sign of the *Crown* (but intended to be called or known by the Name or Sign of the *Crown* and *Cuſhion*) ſituate next the Church in *Fleet-ſtreet*, in the Pariſh of St. *Dunſtan* in the Weſt, *London*, and now in Leaſe to him the ſaid *Abel Aſton*, or in ſuch and ſo much of the ſaid Meſſuage and the Shop, Rooms and Warehouſes of or belonging to the ſame, as they the ſaid Parties ſhall think fit and requiſite for that Purpoſe, or in ſuch other Houſe, Shop or Warehouſe in or about *London*, as they the ſaid Parties ſhall in that Behalf mutually agree on. And for the better Furniſhing and Carrying on the ſaid Joint-Trade, the ſaid Parties have agreed with each other to bring into the ſame, and to make up between them in Money, Goods and Wares, the Sum or Value of 3000*l.* of lawful Money of *Great Britain*, as and for their Capital or Joint-Stock; the ſame 3000*l.* Capital Stock to be brought in and made up by the ſaid Parties in the Pro-

Agreement to carry on the Trade,

for five Years, if they both live ſo long,

in a Houſe in Leaſe to one of the Parties.

One Party to bring in two Thirds, and the other Party one Third of the Stock.

portions following, that is to ſay, 2000*l.* (two Third Parts thereof) by the ſaid *Abel Aſton*, and 1000*l.* (the remaining third Part thereof) by the ſaid *Bruen Bell*; and thereupon it is mutually and reciprocally covenanted, granted, concluded and agreed upon by and between the ſaid Parties, and each of them for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe, grant and agree, to and with the other of them, his Executors and Adminiſtrators, in Manner and Form Following, that is to ſay, That the ſaid Capital Stock of 3000*l.* to be brought in and made up by the ſaid Parties in the Proportions aforeſaid, and every Part thereof, and all Gains, Profits and Increaſe which ſhall be made, raiſed or gotten in or by means of the ſaid Joint-Trade, ſhall from Time to Time during the ſaid Copartnerſhip, be continued, uſed and employed in the ſame Joint-Trade, and no Part thereof be taken thereout, or be by either of the ſaid Parties uſed, converted or imployed in, for or about any other Uſe, Trade, Intent or Purpoſe whatſoever (other than, and except as is herein after in that Behalf mentioned); and that neither of the ſaid Parties ſhall with his own Monies (not belonging to the ſaid Joint-Stock) or upon Credit given him by any Perſon or Perſons whatſoever, trade, barter or deal in any wiſe howſoever, in the Way or Trade of a Linen-Draper, or in any of the Wares, Goods or Merchandizes, which the ſaid Parties ſhall mutually conſent and agree to trade or deal in, ſave only on the Account and for the Advantage and Benefit of the ſaid Joint-Stock and Trade; and that the ſaid Joint-Stock and Trade, and all the Buyings, Sellings, Receipts, Payments, Debts, Bills of Parcels, Specialties and Aſſurances which during the ſaid Copartnerſhip ſhall be had, made or taken, about, in or touching the ſame Trade, ſhall from Time to Time be managed, carried on, entered, made and taken in the Joint-Names of both of them the ſaid Parties, to and for the Uſe, Benefit and Advantage of each of them, in proportion to their ſeveral Intereſts and Shares in the ſaid Capital Stock and Joint-Trade; and that each of them the ſaid Parties, his Executors and Adminiſtrators, ſhall at all Times during the ſaid Copartnerſhip, and at the End, Expiration, or other ſooner Determination thereof, have and enjoy a ſeveral Share, Right, Title and Intereſt of, in and to the ſaid Joint-Stock, and of, in and to all the Gains, Increaſe and Profit whatſoever ariſing therefrom, or to be made or gotten thereby, and of, in and to all Monies, Goods, Wares and Effects which from Time to Time ſhall be in or belonging to the ſaid Joint-Stock and Trade, according to their ſeveral Intereſts and Shares in the ſame Stock and Trade; and alſo ſhall and may accordingly, upon or after the End or Diſſolution of this Copartnerſhip by Death or otherwiſe, receive and take his and their ſeveral Part, Share or Proportion of all and ſingular the Premiſſes, to his and their own reſpective Uſe and Benefit in Manner herein after expreſſed (other than as is herein after in that Behalf mentioned) without any Claim, Benefit or Advantage of Survivorſhip to be had, made or taken by either of the ſaid Parties ſurviving the other, any Thing herein contained, or any Law, Cuſtom or Uſage to the contrary notwithſtanding; and that all Debts and Duties which ſhall be contracted or owing by the ſaid Parties on account of the ſaid Joint-Stock or Trade, and all Loſſes and Damages which ſhall happen or come to the ſame, or the Gains or Produce thereof, by bad Debts, Loſſes, Damages or Decay of Goods, Suits at Law or in Equity, or other Caſualty whatſoever, and all Servants Wages, Charges of Books and Letters, and Treating of Cuſtomers, and all other neceſſary Charges and Expences which ſhall be occaſioned, laid out, or happen in or about the ſaid Joint-Trade, ſhall at all Times during this Copartnerſhip be paid, allowed, ſuſtained and borne by and out of the ſaid Joint-Stock, and the Gains and Profits thereof, ſo as each of the ſaid Parties ſhall bear and pay his Share thereof, in proportion to his Intereſt in the ſaid Joint-Stock. And whereas the ſaid *Abel Aſton* holds the ſaid Meſſuage, Shop and Warehouſes where the ſaid Joint-Trade is to be carried on, by Virtue of, and under a Leaſe to him thereof lately granted for a Term or Terms for Years which will endure longer than this preſent Copartnerſhip, at and under the yearly Rent of 60*l.* Now in conſideration of the Uſe which both the ſaid Parties are to have of the ſaid Shop, Warehouſes and Rooms belonging to the ſaid Meſſuage for carrying on their ſaid Joint-Trade therein, it is hereby further agreed between them, that two full third Parts of the ſaid yearly Rent of 60*l.* and of all Taxes, Rates and Pariſh Duties payable, or to be paid for the ſame Meſſuage, Shop, Warehouſes and Premiſſes during the ſaid

The Whole with the Profits to be imployed in the Joint-Trade.

Neither Party to trade ſeparate.

The Trade to be in the Names of both,

to the Benefit of each in proportion to their Intereſts.

Each to have a proportional Share of the Profits,

and at the End of the Partnerſhip to take their Parts accordingly without Benefit of Survivorſhip.

Debts, Loſſes, &c. to be borne by the Joint-Stock, &c.

Recital of the Rent, &c. payable for the Houſe,

two Thirds to be borne by the Joint-Stock.

Copart

Copartnerſhip, and all Charges for the neceſſary Repairing or Improving the ſaid Shop, Warehouſes and Premiſſes, ſo far as concerns or relates to the Benefit or Advantage of the ſaid Joint-Trade, ſhall be paid and borne by both the ſaid Parties, by and out of their ſaid Joint-Stock, and the Profits thereof, in proportion to their ſaid ſeveral Shares and Intereſt therein. And further, that all the Counters, Preſſes, Shelves, Deſks, and other neceſſary and convenient Things which ſhall be provided and made uſe of in or about the ſaid Shop and Warehouſes, or other Place (where the ſaid Joint-Trade ſhall be carried on) for the better carrying on and accommodating the ſame Trade, ſhall be provided and paid for by and out of the ſaid Joint-Stock, and ſhall be, and be deemed to be the Goods and Effects of both the ſaid Parties, and ſhall go and remain as Part of their ſaid Joint-Stock in proportion to their ſeveral Shares and Intereſt in the ſame Stock. And further, that ſuch of the ſaid Parties who for the Time being ſhall find and provide Diet and Lodging for the Servants (other than and except Apprentices) who ſhall be retained and imployed by them the ſaid Parties in or about their ſaid Joint-Trade, or the Affairs and Buſineſs thereof, ſhall be paid and allowed out of the ſaid Joint-Stock, and the Produce thereof the yearly Sum of 20*l.* by four equal quarterly Payments, for each Servant for whom ſuch Party ſhall ſo provide as aforeſaid, and ſo proportionably, and after that Rate for any longer or ſhorter Time than a Year that any ſuch Servant ſhall be ſo provided for. And alſo, that for ſo long Time of the ſaid Copartnerſhip as the ſaid *Bruen Bell* ſhall not be a Houſekeeper, the ſaid *Abel Aſton* ſhall be paid and allowed out of the ſaid Joint-Stock and the Produce thereof, the yearly Sum of 50*l.* by four equal quarterly Payments for and towards the Charges and Expences which he may be at in Treating and Entertaining of Cuſtomers at his Table and in his Houſe. And from and after ſuch Time as the ſaid *Bruen Bell* ſhall become a Houſekeeper, the ſaid *Abel Aſton* ſhall be only paid and allowed the yearly Sum of 30*l.* and the ſaid *Bruen Bell* ſhall be paid and allowed the yearly Sum of 20*l.* for and towards their reſpective Charges and Expences in Treating and Entertaining of Cuſtomers at their ſeveral Tables, and in their ſeveral Houſes, both which ſaid laſt mentioned yearly Sums ſhall be paid and allowed out of the ſaid Joint-Stock and the Produce thereof by four equal quarterly Payments. And each of the ſaid Parties for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and agree to and with the other of them, his Executors and Adminiſtrators, that he ſhall and will at all fitting and ſeaſonable Times during the Copartnerſhip, diligently and faithfully apply and imploy himſelf unto, and in or about the ſaid Joint-Trade, and the Management and Carrying on of the ſame, and the Affairs and Buſineſs thereof, for the Promoting the ſame, for the Advantage and Benefit of both of them the ſaid Parties; and ſhall and will be true, juſt and faithful to the other of the ſaid Parties in all his Buyings, Sellings, Receipts, Payments, Accounts and Tranſactions in and about the ſame Trade, and ſhall and will (upon the Requeſt of the other of the ſaid Parties) from Time to Time make and give to him true and juſt Accounts thereof; and for the better continuing and manifeſting of true and plain Dealing between them the ſaid Parties concerning the ſaid Joint-Trade and Copartnerſhip, it is hereby further covenanted and agreed between them, that they ſhall and will provide, and keep, or cauſe to be kept, ſuch and ſo many Books as ſhall be neceſſary, wherein ſhall be fairly entered and written the juſt and true Particulars of all Monies paid and received, and of all Goods, Wares and Commodities bought and ſold, and received in or delivered out, and the Rates and Prices at which the ſame were bought and ſold, and received in or delivered out; and of all Debts contracted, and of all other Matters and Things any ways neceſſary or conducing to the Manifeſting the State and Affairs of the ſaid Joint-Trade and Copartnerſhip: And that the ſame Books, together with all Bills, Letters, Specialties, Papers and Writings touching or relating to the ſaid Joint-Trade, ſhall as well during the ſaid Copartnerſhip as afterwards remain open and extant in ſome convenient Part of the ſaid Shop or Warehouſes, or other Place where the ſaid Joint-Trade ſhall be carried on, where each of the ſaid Parties may, during the ſaid Copartnerſhip, and at all ſeaſonable Times afterwards, have free Acceſs to, and come by them or any of them, and may read, peruſe, and (at the joint Expence of the ſaid Parties) copy out the ſame, or any of them, at his Freewill and Pleaſure, without the Let or Hindrance of the other of

Counters, Shelves, &c. to be paid for by the Joint-Stock, and to be the proportional Property of the Parties.

The Party who finds Diet, &c. for Servants to be paid a certain yearly Sum out of the Joint-Stock, except Apprentices.

While one Party is not a Houſe-Keeper, the other to have a certain Allowance to entertain Cuſtomers, and afterwards other Sums to each.

The Parties covenant to employ themſelves in the Trade,

and to be true, &c.

and truly account, and to keep Books, to make Entries

of Monies received and paid, and of Goods received or delivered, and Prices, and of Debts, &c.

and the Books, Bills, &c. to be open for mutual Peruſal.

or to be copied at Joint-expence,

Neither Party to give Credit without Joint Conſent, where one Party has forewarned, &c. nor compound Debts.

of the ſaid Parties, his Executors or Adminiſtrators. And that neither of the ſaid Parties, without the Conſent of the other of them in that Behalf firſt had and obtained, ſhall ſell, lend or deliver, by way of Credit or Truſt, any Money, Goods, Wares or Commodities belonging to the ſaid Joint-Stock or Trade, to any Perſon or Perſons whatſoever whom the other of the ſaid Parties ſhall forewarn or forbid to be credited or truſted. And that neither of the ſaid Parties ſhall, without the Conſent of the other of them, releaſe, compound or diſcharge any Debt or Duty which during this Copartnerſhip ſhall be due and owing to the ſaid Parties on account of their ſaid Joint-Stock or Trade, ſave only for ſo much as ſhall *bona fide* be received and brought into the Stock or Caſh of the ſaid Copartnerſhip; and that each of the ſaid Parties ſhall *bona fide* anſwer and pay, or otherwiſe make good unto the Stock or Caſh of the ſaid Joint-Stock and Trade all ſuch Monies or Goods belonging to the ſame, as he, or any other by his Order or Direction ſhall receive, diſcharge or give any Receipt for; and that neither of the ſaid Parties ſhall, during this Copartnerſhip, without the Conſent of the other of them firſt thereunto had in Writing under his Hand, enter into Bond, Judgment or Statute, or otherwiſe become bound or charged as Bail or Surety with or for any Perſon or Perſons whomſoever, or do or wilfully ſuffer to be done, any Act or Thing by means whereof the ſaid Joint-Stock or Trade, or the Monies, Goods, Wares, Debts, Gains or Effects, which ſhall be in or due, or belonging to the ſame, ſhall or may be prejudiced, hindered, attached, ſeized, extended or taken in Execution; and that neither of the ſaid Parties ſhall permit or ſuffer the ſaid Joint-Stock or Trade, or any of the Monies, Goods, Wares, Debts or Effects which ſhall be in or due or belonging to the ſame, to be in any wiſe charged or incumbered with or for any private or particular Debt or Duty which ſhall not concern or relate to this Copartnerſhip, but that every ſuch private or particular Debt or Duty ſhall from Time to Time be paid and diſcharged by the Party whoſe Debt or Duty the ſame ſhall be, by and out of his own particular Eſtate not included in the ſaid Joint-Stock; and that neither of the ſaid Parties ſhall, during this Copartnerſhip, without the Conſent and Approbation of the other of them, take any Servant or Servants, or Apprentice or Apprentices to be imployed in the ſaid Joint-Trade, or in or about any of the Affairs or Buſineſs relating to the ſame. And it is hereby further agreed by and between the ſaid Parties, that the ſaid *Abel Aſton* ſhall and may have and take the firſt and next Apprentice; and that after him the ſaid *Bruen Bell* ſhall and may have and take the next Apprentice, and ſo each of the ſaid Parties alternatively and by Turns during the ſaid Copartnerſhip, unleſs they ſhall otherwiſe agree between themſelves; and that each of the ſaid Parties ſhall at his own proper Coſts and Charges provide Lodging and Diet for ſuch Apprentice or Apprentices as he ſhall take as aforeſaid; and in Recompence for the ſame ſhall have and take to his own Uſe what Monies ſhall be given or received with ſuch Apprentice or Apprentices. And further, that the ſaid Parties reſpectively ſhall and may Weekly, and every Week during this Copartnerſhip, have and take out of the Monies belonging to the ſaid Joint-Stock towards the Defraying of their reſpective Charges and Expences the ſeveral Sums following; that is to ſay, the ſaid *Abel Aſton* the weekly Sum of 6*l.* and the ſaid *Bruen Bell* the weekly Sum of 3*l.* And it is hereby further agreed between the ſaid Parties, that they ſhall and will yearly during this Copartnerſhip, between the firſt Day of *Auguſt* and the ſecond Day of *September* in every Year (unleſs hindred or prevented by Sickneſs or other inevitable Accident) account together, and make, caſt up, and fully ſtate and adjuſt between them a true, plain, perfect and particular Account and Reckoning in Writing, of, for and concerning their ſaid Joint-Stock and Trade, and all Monies, Goods, Wares, Debts and Effects then being in or due, owing or belonging to the ſame, and of, for and concerning all Debts then due and owing for or on account of the ſame Stock and Trade, ſo and in ſuch manner as that it may thereby plainly appear what the Eſtate and Condition of the ſaid Joint-Stock and Trade then is, and how the Affairs thereof do then ſtand, and ſhall thereupon enter, or cauſe the true Particulars of every ſuch yearly Account, and the Reſt or Balance thereof to be fairly written and entered in two ſeveral Books to be for that Purpoſe provided, and ſhall ſubſcribe both their Names in each of the ſame Books, at the Foot of the ſame Account entered therein as aforeſaid; and after the Names

Each Party make good what he receives, &c.

Neither Party to enter into Securities without the other's Conſent in Writing;

nor to ſuffer the Joint-Stock to be charged with the private Debts of one of them;

nor to take Servants for the Trade without mutual Conſent.

To take Apprentices alternately except they otherwiſe agree.

Each to provide for his Apprentice, and to take the Money had with, &c.

Allowance weekly to each to defray Expences.

To account yearly with each other,

and to enter the Particulars and Balance in two Books, to be ſubſcribed by them.

ſo ſubſcribed each of the ſaid Parties ſhall have and take one of the ſaid Books into his own Cuſtody, and to his own Uſe; which Account when ſtated and ſettled as aforeſaid, ſhall (after the Death of either of the ſaid Parties) be final and concluſive, and ſhall not afterwards be opened or called in queſtion by any Perſon or Perſons whomſoever, unleſs ſome Error ſhall be found out or diſcovered to be therein to the Amount of 100 *l.* or upwards. And it is hereby further agreed, that at or after the Finiſhing and Adjuſting of every ſuch yearly Account, the ſaid Parties ſhall then make ſuch Deductions and Dividends in Monies out of the clear and neat Profits and Increaſe of the ſaid Joint-Stock and Trade (after a Deduction of all incident Charges and Expences on account of the ſame Trade, and of all bad and deſperate Debts which may have happened to the ſame Trade within the Year then laſt paſt) as ſhall be then mutually agreed on between them, which Monies ſo to be deducted ſhall be thereupon divided between the ſaid Parties in proportion to their ſaid ſeveral Shares and Intereſts in the ſaid Joint-Stock and Trade. And further, that in caſe either of them the ſaid Partners ſhall at the Commencement of the ſaid Copartnerſhip, or at any Time afterwards during the ſame Copartnerſhip, have, or bring into the ſaid Joint-Trade any greater Sum or Value of Money, Goods or Wares than his Share or Proportion of the ſaid capital Stock of 3000 *l.* according to the true Intent and Meaning of the aforeſaid Agreements, amounts unto, then and in ſuch Caſe it ſhall and may be lawful for ſuch Partner at any Time during the ſaid Copartnerſhip, at his Freewill and Pleaſure to receive and withdraw out of the ſaid Joint-Trade, and to convert to his own Uſe ſuch greater Sum or Value of Money, Goods or Wares than his ſaid Share or Proportion of the aforeſaid capital Stock amounts unto; and alſo, that in caſe one of the ſaid Copartners, and not the other of them, ſhall bring into and continue in the ſaid Joint-Trade, any ſuch greater Sum or Value of Money, Goods or Wares than his Share or Proportion of the aforeſaid capital Stock, according to the true Intent and Meaning of the aforeſaid Agreements amounts unto, then ſuch Partner ſo bringing into and continuing in the ſaid Joint-Trade ſuch greater Sum or Value as aforeſaid, ſhall receive and be paid for the ſame out of the ſaid Joint-Stock and Trade, and the Profits thereof, Intereſt at the Rate of 4 *l. per Cent. per Annum*, by equal Half-yearly Payments, for ſo long Time as ſuch greater Sum or Value ſhall be continued in the ſaid Joint-Trade, and ſhall be repaid the Principal of ſuch greater Sum or Value by and out of the Capital of the ſaid Joint-Stock and Trade, before the ſame Capital ſhall be ſhared and divided between the ſaid Partners, or their reſpective Executors or Adminiſtrators in manner herein after in that Behalf mentioned. And it is hereby further mutually agreed by and between the ſaid Parties, that at the End of this preſent Copartnerſhip they the ſaid Parties (if they be both then living) ſhall within one Kalendar Month then next following meet and account together, and make, caſt up, ſettle, ſtate and fully adjuſt between them a true, plain, perfect and final Account and Reckoning in Writing, of, for and concerning the ſaid Joint-Stock and Trade, and all Monies, Debts, Goods, Wares, Merchandizes, Profits, Gains and Effects which ſhall be then in or due, owing, belonging, or in any wiſe appertaining to the ſame Stock and Trade, or to the ſaid Partners on account thereof; and alſo of, for and concerning all Debts, Sums of Money, Loſſes, Charges, Damages and Expences, which by reaſon or on account of the ſame Joint-Trade ſhall be by them the ſaid Partners due or owing to any Perſon or Perſons, or which they the ſaid Parties ſhall have ſuffered or ſuſtained by reaſon or on account thereof, ſo and in ſuch ſort as that it ſhall and may thereby appear what the true State and Condition of the ſaid Joint-Stock and Trade ſhall then be, and what Part and Proportion, and how much of the ſame Joint-Stock ſhall be then ſeverally due, belonging or appertaining unto each of the ſaid Partners, according and in proportion to his Share and Intereſt in the ſaid capital Stock and Trade, and the true Meaning of theſe Preſents: Which ſaid final Account when ſtated and ſettled as aforeſaid, ſhall (after the Death of either of the ſaid Parties) be binding and concluſive, and ſhall not afterwards be opened or called in queſtion by any Perſon or Perſons whomſoever (unleſs ſome Error ſhall be found out or diſcovered to be therein to the Amount of 100 *l.* or upwards). And immediately thereupon, and as ſoon as conveniently may be after ſuch final Account ſhall be ſtated and ſettled as aforeſaid, true Payment ſhall be made,

Each to have one.

The Account to be concluſive.

Error to the Amount of 100 l. excepted.

Partners to make yearly ſuch Deductions and Dividends as they ſhall agree on, to be divided in Proportion, &c.

Proviſion in caſe one brings more than his Proportion into Trade, that he may withdraw the Value.

or receive Profits at a certain Eſtimate half-yearly, and be repaid the Principal.

At the End of Partnerſhip Parties to account.

Concerning Profits and Loſſes, &c.

The Account to be binding in caſe of Death, except Errors.

Payment and Diviſion of Stock to be made.

or good Order taken for the true and ſpeedy Payment of all ſuch Debts and Sums of Money as at the Time of the Expiration of the ſaid Copartnerſhip ſhall be by them the ſaid Partners due or owing unto any Perſon or Perſons for or on account of the ſaid Joint-Trade; and then alſo true Payment, Diviſion, Partition and Delivery ſhall be made by and between them the ſaid Partners (at their then Houſe, Shop or Place of Trade) according and in proportion to the ſeveral Shares and Intereſts in the ſaid Stock and Trade, of all ſuch Monies, Goods, Wares, Merchandizes and Effects (other than Debts ſtanding out, which ſhall be then in, or belonging or appertaining to the ſaid Joint-Stock or Trade, or to the ſaid Partners on account thereof) over and above what ſhall be then due or owing for or on account of the ſame Trade as aforeſaid. And it is hereby agreed, that all Debts and Sums of Money which ſhall be then ſtanding out or due or owing to the ſaid Joint-Stock and Trade, or to the ſaid Partners on account thereof, as the ſame ſhall from Time to Time be received and got in (which each of the ſaid Partners doth hereby for himſelf, his Executors and Adminiſtrators, covenant and agree with the other of them, his Executors and Adminiſtrators, to do his and their utmoſt Endeavours to receive and get in accordingly) ſhall immediately thereupon be ſhared and divided between and paid to them the ſaid Parties reſpectively, or to their reſpective Executors or Adminiſtrators, in proportion to the ſeveral Shares and Intereſts of them the ſaid Partners of and in the ſaid Joint-Stock and Trade. And further, that all ſuch Debts and Sums of Money as at the End of three Years after the Expiration of the ſaid Copartnerſhip ſhall be ſtanding out, or due and owing to the ſaid Partners or their reſpective Executors or Adminiſtrators, for or on account of the ſaid Joint-Stock and Trade, ſhall be ſhared and divided between them the ſaid Partners, or their reſpective Executors or Adminiſtrators, in proportion to the ſeveral Shares and Intereſts of them the ſaid Partners of and in the ſame Stock and Trade, ſo and in ſuch ſort as that the Whole of the Affairs and Buſineſs of the ſaid Joint-Trade, ſhall and may be fully and finally adjuſted, balanced, ſettled and ended between the ſaid Parties and their Repreſentatives, within the Space of three Years next after the Expiration of the ſaid Copartnerſhip. And thereupon each of them the ſaid Partners, his Executors or Adminiſtrators, ſhall make and give unto the other of them, his Executors and Adminiſtrators, ſuch Aſſignments of his or their Part and Share of the ſaid then ſtanding out Debts, with full Power and Authority to ſue for and recover the ſame, as the Party or Parties who is or are to have the ſame Debts, ſhall upon ſuch Diviſion as aforeſaid reaſonably require; and after ſuch Diviſion and Aſſignment ſhall be made, neither of the ſaid Partners, his Executors or Adminiſtrators, ſhall receive, releaſe, compound for, or diſcharge any Debt or Debts which ſhall be allotted unto the other of them, his Executors or Adminiſtrators, with the Conſent of him or them to whom the ſame ſhall be ſo allotted. Provided always, and it is hereby further covenanted, concluded and agreed by and between the ſaid Partners, and each of them for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and agree to and with the other of them, his Executors and Adminiſtrators, that in caſe either of them the ſaid Partners ſhall happen to die before the Expiration of the ſaid Term of five Years, then and in ſuch Caſe the Survivor of them, his Executors or Adminiſtrators, ſhall and will accept and take all the whole Stock of Goods, Wares, Merchandizes, Monies, good Debts and Effects whatſoever, which at or immediately before the Deceaſe of the ſaid Party ſo dying ſhall be in any wiſe appertaining unto them the ſaid Parties as Copartners, or for or by reaſon, or on account of their ſaid Joint-Stock and Trade; and alſo in Conſideration thereof, and for a full Recompence and Satisfaction to be had and made to the Executors or Adminiſtrators of the Party ſo dying, of and for his and their full Part, Share and Proportion of in and to the ſaid Joint-Stock and Trade, the ſame Survivor, his Executors or Adminiſtrators, ſhall and will well and truly ſatisfy and pay, or cauſe to be ſatisfied and paid at or in their then Place of Trade, unto the Executors or Adminiſtrators of the Party ſo dying, ſo much good and lawful Money of *Great Britain*, as the full Value of the Part and Share of or belonging to the ſaid Party ſo dying, of and in the ſaid Joint-Stock and Trade, and ſuch good Debts as aforeſaid, did or ſhall appear to have been, or amounted unto, by and according to the yearly Account then laſt before made and ſubſcribed with their Names as aforeſaid; but if no ſuch

Debts to be received, recovered,

and divided in Proportion to Stock.

Partners to aſſign their Shares of Debts mutually, in order to receive them.

Not to compound without Conſent.

If one die within the five Years, the other to take the whole Stock, &c.

and pay for the ſame according to full Value,

And good Debts as *per* yearly Account,

yearly Account ſhall have been thentofore made, then ſo much like lawful Money as the full Value or the Part and Share brought into the ſaid capital Stock of the ſaid Joint-Trade and Copartnerſhip by the Party ſo dying, is or ſhall amount unto, ſo as the Loſſes by bad Debts or otherwiſe, which may have happened unto the ſaid Joint-Stock and Trade within the Year wherein the ſaid Party ſhall happen to die, do not exceed the Sum of 600*l.* But if ſuch Loſſes do in that Year exceed the ſaid Sum of 600*l.* then the Share and Proportion of the Party ſo dying of and in ſuch Loſſes exceeding the ſaid Sum of 600*l.* ſhall be borne and paid by his Executors or Adminiſtrators, and ſhall be deducted out of the Monies to be paid to them by the ſaid ſurviving Party, his Executors or Adminiſtrators aforeſaid. And it is hereby further agreed by the ſaid Parties, that all ſuch Sum and Sums of Money as upon the Contingencies aforeſaid ſhall become due and payable by the Survivor of the ſaid Parties, his Executors or Adminiſtrators, unto the Executors or Adminiſtrators of the Party ſo dying as aforeſaid, ſhall be paid in Manner following; that is to ſay, one third Part thereof at the End of nine Kalendar Months next after ſuch the Deceaſe of the Party ſo dying, one other third Part thereof at the End of fifteen Kalendar Months next after ſuch Deceaſe, and the remaining third Part thereof at the End of twenty-one Kalendar Months next after ſuch his Deceaſe, together with Intereſt for the ſaid laſt mentioned third Part only, at the Rate of 4*l. per Cent. per Annum*, to be computed from the End of the ſaid fifteen Months till Payment thereof. And for the better ſecuring the Payment of the ſaid Monies accordingly, the ſaid ſurviving Partner ſhall within one Kalendar Month next after the Deceaſe of the Partner ſo happening to die, enter into, and become bound unto the Executors or Adminiſtrators of the Partner ſo deceaſed, in one or more Bond or Bonds of double Penalty conditioned for Payment to them of ſuch Monies, and at ſuch Times and Places, and in ſuch Manner and Form as aforeſaid; and ſhall alſo thereupon enter into and become bound unto the ſame Executors or Adminiſtrators, in one or more Bond or Bonds of ſufficient Penalty for ſaving harmleſs, and keeping indemnified the Heirs, Executors and Adminiſtrators of the Partner ſo deceaſed, and his and their Lands and Tenements, Goods and Chattels, of, from and againſt all Debts which at the Time of his Deceaſe were jointly owing by the ſaid Partners to any Perſon or Perſons for or on account of their ſaid Joint-Trade, or for any Goods, Wares, Matters or Things belonging, or in any wiſe touching or relating to the ſame Trade, and of, from and againſt all Actions, Suits, Damages and Expences, for or on account of the ſame Debts, every or any of them, all which ſaid Debts the ſaid ſurviving Partner ſhall and will pay and ſatisfy in due and convenient Time. And it is hereby further agreed, that the Executors or Adminiſtrators of the Partner ſo dying ſhall and will (upon the Sealing and Executing of ſuch Bonds as aforeſaid) legally and effectually grant, aſſign and releaſe unto the ſurviving Partner, his Executors and Adminiſtrators, all the Part, Share, Right, Title, Intereſt, Claim and Demand whatſoever of them the ſaid Executors or Adminiſtrators of the ſaid Partner ſo deceaſed, of, in and to the ſaid Joint-Stock and Trade, and all the Monies, Goods, Wares, Debts, (other than ſuch Debts as are next herein after mentioned) Profits, Gains, and other Eſtate and Effects whatſoever, which at the Time of ſuch his Deceaſe were in Joint-Trade or Copartnerſhip between them the ſaid Partners, or jointly owing or belonging unto them, for or on account of their ſaid Joint-Trade. And in caſe either of the ſaid Partners ſhall die during this Copartnerſhip, then alſo ſuch bad and deſperate Debts due or owing to or on account of the ſaid Joint-Trade as ſhall not have been deemed and accounted as a good Eſtate, and as ſuch caſt up and included in ſuch yearly Account or Accounts to be made and ſtated as aforeſaid, if any ſuch Account or Accounts have been ſtated, ſhall with all convenient Speed be divided and ſhared between the ſurviving Partner, and the Executors or Adminiſtrators of the Partner ſo deceaſed, in proportion to the reſpective Shares and Intereſts of them the ſaid Partners in the ſaid capital-Stock and Joint-Trade, and thereupon the ſurviving Partner, and the Executors or Adminiſtrators of the deceaſed Partner ſhall give unto each other, and his and their Executors and Adminiſtrators, full Power and Authority to ſue for, get in, and recover his and their reſpective Parts and Shares of ſuch bad Debts. And it is hereby further covenanted and agreed by and between the ſaid Parties, that in caſe the ſaid *Abel Aſton* ſhall happen

and if none ſuch, according to Stock brought in by the Deceaſed, with Limitation of Loſſes by bad Debts.

Times of Payment to Executors of the Deceaſed,

with Intereſt for Part only.

The Survivor to give Security to Repreſentative of the Deceaſed for Payment.

and Indemnity.

The Repreſentative of the Deceaſed to aſſign, *&c.* to the Survivor.

Bad Debts (in caſe of Death) to be ſhared in proportion,

and mutual Powers to be given to ſue, *&c.*

In case of Death of the Partner Leſſee of the Houſe, the other to pay for Improvements a Sum certain, and to have an Aſſignment of the Leaſe ſubject to the Rent, &c. and to indemnify the Repreſentatives of the Deceaſed.

happen to die and depart this Life during the ſaid Term of five Years (the Term of this preſent Copartnerſhip) and that the ſaid *Bruen Bell* ſhall be then living, then the ſaid *Bruen Bell*, his Executors or Adminiſtrators, ſhall, within three Kalendar Months next after ſuch the Deceaſe of the ſaid *Abel Aſton*, pay, or cauſe to be paid unto the Executors or Adminiſtrators of the ſaid *Abel Aſton* the Sum of 200 *l.* for the Improvements made, and Monies expended and laid out by him the ſaid *Abel Aſton*, in and upon ſuch Part of the aforeſaid Meſſuage as ſhall have been by him uſed and enjoyed for the Habitation and Accommodation of himſelf and Family, and immediately thereupon, and in conſideration thereof, the Executors or Adminiſtrators of the ſaid *Abel Aſton* ſhall, at the Requeſt, Coſts and Charges of the ſaid *Bruen Bell*, legally and effectually aſſign, transfer and make over unto him the ſaid *Bruen Bell*, his Executors or Adminiſtrators, or as he or they ſhall direct and appoint, the ſaid Meſſuage, Shop and Warehouſes, with their Appurtenances, for all the then Reſidue of the ſaid *Abel Aſton*'s preſent Leaſe, Term and Terms for Years, Eſtate and Intereſt therein, and all the Benefit of the ſame Leaſe, but ſubject to the Rent and Covenants in the ſame Leaſe reſerved and contained, and which from thenceforth on the Tenant's or Leſſee's Part ſhall be to be paid, done and performed; which Rent and Covenants the ſaid *Bruen Bell* ſhall in ſuch Aſſignment covenant from thenceforth to pay and perform accordingly, and therefrom to indemnify and ſave harmleſs the ſaid Executors or Adminiſtrators of the ſaid *Abel Aſton*.

Recital of Monies lent by the Father of one Partner, for which the other is bound.

And whereas *Edward Bell*, Eſq; Father of the ſaid *Bruen Bell*, hath agreed to advance and lend unto the ſaid *Abel Aſton* the Sum of 3000 *l.* at ſuch Intereſt, and for ſuch Time as is herein after mentioned, for the ſecuring the Repayment whereof the ſaid *Abel Aſton* is to become bound unto the ſaid *Edward Bell* in two ſeveral Bonds, each of the Penalty of 3000 *l.* and each of the ſame Bonds to be conditioned to be void on Payment by the ſaid *Abel Aſton*, his Heirs, Executors or Adminiſtrators, unto the ſaid *Edward Bell*, his Executors, Adminiſtrators or Aſſigns, of the principal Sum of 1500 *l.* at the End of ſix Kalendar Months next after the Determination of this preſent Copartnerſhip, (whether the ſame happen by the Expiration of the ſaid Term of five Years, or by the Death of either of the ſaid Copartners, or otherwiſe) together with Intereſt for the ſaid ſeveral principal Sums in the mean Time from the Date of the ſaid ſeveral Bonds and until Payment thereof reſpectively, at the Rate of 4 *l. per Cent. per Annum* by equal Half-yearly Payments.

Covenant that the Obligor will indemnify his Partner,

Now this Indenture further witneſſeth, and in conſideration of the Premiſſes, the ſaid *Abel Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Bruen Bell*, his Executors, Adminiſtrators and Aſſigns in manner following; that is to ſay, That he the ſaid *Abel Aſton*, his Heirs, Executors or Adminiſtrators, ſhall and will by and with his and their own proper Monies and Eſtate, well and truly pay, and ſatisfy the ſaid two ſeveral principal Sums of 1500 *l.* and 1500 *l.* and the Intereſt to become due for the ſame and every Part thereof as the ſame ſhall from Time to Time become due and payable, and thereof and therefrom, and of and from every Part thereof, ſhall and will ſave, defend, keep harmleſs, and indemnified him the ſaid *Bruen Bell*, his Heirs, Executors and Adminiſtrators, and his and their Part and Share of the ſaid Capital and Joint-Stock, and the Gains and Increaſe thereof. And further, that ſo much and ſuch Part of the ſaid ſeveral principal Sums of 1500 *l.* and 1500 *l.* or either of them, or of the Intereſt of them or either of them, as ſhall remain due and unſatisfied at the Determination of this Copartnerſhip, (whether the ſame happen by the Expiration of the aforeſaid Term of five Years, or by the Death of either of the ſaid Partners or otherwiſe) ſhall be and be deemed to be a Debt upon the Part and Share of him the ſaid *Abel Aſton* of and in the ſaid capital Stock and Joint Trade, and ſhall be paid off and ſatisfied, or ſecured to be paid off and ſatisfied thereout in the firſt place accordingly, before any Diviſion or Payment ſhall be made unto him the ſaid *Abel Aſton*, his Executors or Adminiſtrators, of his or their Part, Share and Proportion of and in the ſaid Capital and Joint-Stock, or the Monies, Goods or Effects of or belonging to the ſame.

and this Debt to charge the Share of the Obligor.

Covenant to refer Differences to Arbitrators,

And laſtly, It is hereby covenanted, concluded and agreed by and between the ſaid Partners, and each of them, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, grant and agree, to and with the other of them, his Executors and Adminiſtrators, that if at any Time during this Copartnerſhip, or at or after the

End thereof, any Variance, Controverſy, Diſpute, Doubt or Queſtion ſhall ariſe, happen, or be moved between the ſaid Partners, their Executors or Adminiſtrators, in, for, about or touching the ſaid Joint-Trade and Copartnerſhip, or any Covenant, Agreement, Clauſe, Matter or Thing herein contained, or the Conſtruction thereof, then every ſuch Variance, Controverſy, Diſpute, Doubt or Queſtion ſhall be referred to, and reſolved and determined by two indifferent Perſons to be elected and choſen, one of them by one of the ſaid Partners, his Executors or Adminiſtrators, and the other of them by the other of the ſaid Partners, his Executors or Adminiſtrators, within twenty-one Days next after any ſuch Variance, Controverſy, Diſpute, Doubt or Queſtion ſhall ariſe, happen or be moved; and in caſe ſuch two Perſons cannot agree to determine the Matter to be to them referred within thirty Days next after ſuch Reference, then the ſame ſhall be referred to, and reſolved and determined by ſuch one indifferent Perſon as the ſaid two firſt Referees ſhall for that Purpoſe nominate and appoint Umpire in the Premiſſes, who ſhall determine the ſame within thirty Days next after he ſhall be appointed Umpire; And whatſoever Order, End or Determination the ſaid two firſt Referees, or their ſaid Umpire ſo to be elected and nominated as aforeſaid, ſhall within the reſpective Times in that Behalf aforementioned, make between the ſaid Parties, their Executors or Adminiſtrators, touching or concerning the Premiſſes, or any Part thereof, each of the ſaid Partners doth hereby for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree, to and with the other of them, his Executors and Adminiſtrators, to ſtand to, perform and keep the ſame, without any further Suit, Diſpute or Trouble whatſoever. In witneſs, *&c.*

with Power to them to chuſe an Umpire.

An Indorſement on Articles of Copartnerſhip, to continue it for a further Term, it having been continued once before. N° 5.

WHEREAS the within mentioned Copartnerſhip between the within named *Arthur Audley* and *Benjamin Beech*, which was to have expired on or about the twenty-fourth Day of *June* 1728, was by the above written Deed-Poll lengthened out and continued by the mutual Agreement of the ſaid Parties, for the further Time and Space of two Years, to be computed from the ſaid twenty-fourth Day of *June* 1728, as by the ſaid above written Deed-Poll may appear. And whereas the ſaid Copartnerſhip ſo lengthened out and continued for the ſaid further Space of two Years as aforeſaid, would expire and determine on or about the twenty-fourth Day of *June* next enſuing the Date hereof; but the ſaid Parties are minded and deſirous to lengthen out and continue the ſame Copartnerſhip between them for the further Time and Space of two Years, to be computed from the ſaid twenty-fourth Day of *June* next enſuing the Date hereof. Now know all Men by theſe Preſents, That the ſaid *Arthur Audley* and *Benjamin Beech* for the like Reaſons, Ends and Purpoſes as are within mentioned and expreſſed, do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, mutually and reciprocally covenant, promiſe, conclude and agree to and with each other, his Executors and Adminiſtrators, that they the ſaid *Arthur Audley* and *Benjamin Beech* ſhall and will remain, continue and be Copartners and Joint-Dealers in the Trade, Myſtery and Buſineſs within mentioned for the ſaid further Time and Space of two Years, to commence and be accounted from the ſaid twenty-fourth Day of *June* next enſuing the Date hereof, upon and with their preſent Stock in Trade, in ſuch Shares and Proportions as to Profit and Loſs, and under and ſubject to ſuch and the like Terms, Conditions, Proviſoes, Limitations, Agreements and Reſtrictions, as are within mentioned, expreſſed and declared of or concerning the within mentioned Copartnerſhip, capital Stock and Trade, and other the Matters and Things within comprized, as fully and effectually to all Intents and Purpoſes as if the ſame Terms, Agreements, Matters and Things were particularly mentioned, expreſſed and repeated in theſe Preſents. In witneſs whereof the ſaid *Arthur Audley* and *Benjamin Beech* have hereunto ſet their Hands and Seals this twenty-ninth Day of *June* in the fourth Year of the Reign, *&c.* *Annoque Domini* 1730.

Recital of a former Continuance of the Partnerſhip.

and that it will expire at a ſhort Day.

The Covenant to continue it for a farther Term.

N° 6. *A Deed of Copartnerſhip between Father and Son in the Trade of a Hoſier, with many good Covenants. The Father is to bring in three Fourths Stock, and the Son one Fourth, and to divide accordingly. The Father has an overplus Sum in Stock, which he may continue or withdraw. An Agreement as to bad Debts already due.*

THIS Indenture, made the ſixth Day of *July* 1724, and in the tenth Year of the Reign, *&c.* between *Amos Aſh* Citizen, *&c.* of the one Part, and *Bryan Aſh*, alſo Citizen of, *&c.* only Son of the ſaid *Amos Aſh*, of the other Part, witneſſeth, That the ſaid *Amos Aſh* and *Bryan Aſh*, for the good Opinion they have of each other, and for the bettering and improving of their Eſtates by God's Bleſſing and their honeſt Endeavours, and for other good Cauſes and Conſiderations them hereunto moving, have concluded and agreed, and by theſe Preſents do mutually promiſe and agree to and with each other, to be and continue Co-partners and Joint-Traders in the Trade, Art and Myſtery of a Hoſier, and in the Buying and Selling, Bartering and Tranſporting by way of Merchandize, or otherwiſe, all Sorts of Hoſe, Stockings, and ſuch other Goods, Wares, Merchandizes and Things as both the ſaid Parties to theſe Preſents ſhall jointly conſent and agree to trade or deal in, for the Term and Space of ſeven Years, to commence and be accounted from the firſt Day of *May* laſt paſt before the Date hereof, fully to be compleat and ended, if both the ſaid Parties ſhall ſo long live, ſubject to the Proviſoes and Agreements herein after mentioned; the ſame Joint-Trade to be managed and carried on in ſuch Part, and ſo much of the Meſſuage, Tenement or Dwelling-Houſe of the ſaid *Amos Aſh*, ſituated in *Cheapſide*, *London*, as is now uſed and imployed for that Purpoſe, or in ſuch other Houſe, Shop, Warehouſe, or other Place or Places in or about *London* as the ſaid Parties ſhall in that Behalf mutually agree on. And for the better Managing and Carrying on the ſaid Joint-Trade the ſaid Parties have agreed each with the other, to bring into the ſaid Joint-Trade for their Principal or Joint-Stock, in Money, Wares and good Debts, the Sum or Value of 8000*l.* of lawful Money of *Great Britain*, in the Proportions following; that is to ſay, the ſaid *Amos Aſh* the Sum of 6000*l.* being three fourth Parts thereof, and the ſaid *Bryan Aſh* the Sum of 2000*l.* being the other fourth Part thereof, which together amounting to the Sum of 8000*l.* is to be, and ſhall be accounted and taken as their Capital or Principal Stock; and thereupon it is mutually and reciprocally covenanted, granted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, and each of them for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and agree, to and with the other of them, his Executors and Adminiſtrators, in Manner and Form following; that is to ſay, that the ſaid capital Stock of 8000*l.* and all Gains, Profit and Increaſe which ſhall be made, raiſed or gotten, in or by means of the ſaid Joint-Trade, ſhall from Time to Time during the ſaid Copartnerſhip, be continued, uſed and imployed in the ſaid Joint-Trade, and no Part thereof be taken out of the ſaid Joint-Stock or Trade, or be by either of the ſaid Parties uſed, converted or imployed, in, or for any other Uſe, Trade, Intent or Purpoſe whatſoever, except ſuch Allowances and Deductions as are herein after mentioned; And that neither of the ſaid Parties during this Copartnerſhip ſhall with his own Monies not belonging to the ſaid Joint-Stock, or upon Credit given him by any Perſon or Perſons whatſoever, Trade, Traffick, Negotiate, Barter or Deal in any Matter or Thing in the Way or Trade of a Hoſier, or in any of the Wares, Merchandizes or Commodities in which the ſaid Parties ſhall mutually conſent and agree, or think fit to trade or deal in, ſave only upon the Account, and for the Advantage and Benefit of the ſaid Joint-Stock and Trade; And that the ſaid Joint-Stock and Trade, and all Buyings, Sellings, Receipts, Payments, Debts, Bills of Parcels, Specialties and Aſſurances which during the ſaid Copartnerſhip ſhall be had, made or taken, in or touching the ſaid Joint-Trade, ſhall be from Time to Time managed, driven, entered, made and taken in the Joint-Names of the ſaid Parties, to and for the Uſe

Agreement to become Partners for ſeven Years, if they both ſo long live.

The Trade where to be carried on.

What Stock to be brought in.

viz. A. A. three Fourths, and *B. A.* one Fourth.

The Whole to be imployed in the Joint Trade, during the Copartnerſhip.

Neither Party to trade ſeparate in ſuch like Goods.

The Stock and Trade to be in their Joint-Names.

Uſe, Benefit and Advantage of each of them, in Manner, and in the Proportions following; that is to ſay, three fourth Parts thereof to and for the Uſe, Benefit and Advantage of the ſaid *Amos Aſh*, and the remaining fourth Part thereof to and for the Uſe, Benefit and Advantage of the ſaid *Bryan Aſh*; And that each of the ſaid Parties, his Executors and Adminiſtrators, ſhall at all Times during the Continuance of this Copartnerſhip, and at the Ceaſing, Diſſolving, or other Determination thereof, have and enjoy a ſeveral Share, Right, Title and Intereſt of, in and to the ſaid Joint-Stock, and of, in and to all Gains, Profit, Increaſe, Proceed and Benefit whatſoever which ſhall ariſe, accrue, or be made or gotten by means of the ſaid Joint-Stock and Trade, and of all Monies, Goods, Wares, Merchandizes, Commodities, Debts and other Eſtate, which from Time to Time ſhall be in or belonging to the ſaid Copartnerſhip between them, according to the Proportions of their ſaid Stock as aforeſaid (that is to ſay) the ſaid *Amos Aſh*, his Executors and Adminiſtrators, ſhall have and enjoy to and for his and their own Uſe and Benefit, a ſeveral Share, Right, Title and Intereſt of, in and to three fourth Parts thereof; and the ſaid *Bryan Aſh*, his Executors and Adminiſtrators, ſhall have and enjoy to and for his and their own Uſe and Benefit, a ſeveral Share, Right, Title and Intereſt of, in and to the remaining fourth Part thereof; and that each of the ſaid Parties, his Executors and Adminiſtrators, ſhall and may upon, or after the Diſſolution or Determination of this Copartnerſhip by Death or otherwiſe, receive and take his and their ſaid Part, Share or Proportion of all and ſingular the Premiſſes to his and their own proper Uſe, in ſuch Manner as herein after is expreſſed, without any Claim, Benefit or Advantage to be had, made or taken by Survivorſhip by either of the ſaid Parties ſurviving the other, any thing in theſe Preſents, or any Law, Cuſtom, or Uſage to the contrary notwithſtanding. And that all Debts and Duties which are or ſhall be owing by the ſaid Parties by reaſon of their ſaid Joint-Trading, and all Loſſes and Damages which ſhall come or happen to the ſaid Joint-Stock, or the Proceed or Gains thereof, or in or by the ſaid Joint-Trading by bad Debtors, Loſs, Damage or Decay of Goods, Suits in Law, or any other Caſualties or Accidents whatſoever, and all Servants Wages, Charges of Books and Letters, and all other neceſſary Charges and Expences which ſhall be occaſioned or laid out in or about the ſaid Joint-Trade and Dealings, ſhall from Time to Time, and at all Times hereafter during the Continuance of this Copartnerſhip be allowed, reckoned, ſuſtained and borne by and out of the whole Joint-Stock, and the Gains and Increaſe thereof as aforeſaid, ſo as the ſaid Parties ſhall each of them bear and pay their reſpective Shares thereof according to their ſeveral Intereſts and Proportions in the ſaid Joint-Stock. And it is hereby further agreed between the ſaid Parties, that the Shop or Warehouſe, Part of the ſaid Dwelling-Houſe of the ſaid *Amos Aſh*, ſhall during the ſaid Copartnerſhip be valued and reckoned at the yearly Rent of 40*l.* which yearly Rent, together with one Half-Part of all Taxes, Rates and Pariſh Duties that ſhall be paid for the ſaid Meſſuage and Premiſſes by the Tenants thereof, and alſo all the needful and neceſſary Charges for ſupporting, upholding or repairing the ſaid Shop or Warehouſe ſhall be paid and borne by the ſaid Parties by and out of their ſaid Joint-Stock, according to their ſeveral Proportions therein. And the ſaid *Amos Aſh* doth hereby covenant and agree with the ſaid *Bryan Aſh*, that he the ſaid *Amos Aſh* ſhall and will provide for and allow unto the ſaid *Bryan Aſh*, during this preſent Copartnerſhip, or ſo long Time thereof as the ſame *Bryan Aſh* ſhall think fit, ſufficient and convenient Diet and Lodging in his the ſaid *Amos Aſh*'s Dwelling-Houſe, in conſideration whereof the ſaid *Bryan Aſh* doth covenant and agree with the ſaid *Amos Aſh*, that he the ſaid *Bryan Aſh* ſhall and will pay, or cauſe to be paid unto the ſaid *Amos Aſh* by equal Quarterly Payments the yearly Sum of thirty Pounds of lawful Money of *Great Britain*, during ſo long Time of this Copartnerſhip as he the ſaid *Bryan Aſh* ſhall take and enjoy his Diet and Lodging with the ſaid *Amos Aſh* aforeſaid. And each of them the ſaid Copartners for himſelf, his Executors and Adminiſtrators, doth hereby covenant and agree with the other of them, his Executors and Adminiſtrators, that he ſhall and will at all fitting and reaſonable Times during the ſaid Copartnerſhip diligently and faithfully apply and imploy himſelf in and about the Affairs and Buſineſs of the ſaid Joint-Trade, and in the Management of the ſame, for the beſt Advantage of both the ſaid Parties, and of the ſaid Joint-Stock; and that they the

Each Party to have a ſeveral Right to the Joint-Stock and Profits, in proportion, *&c.*

and at the End of the Copartnerſhip may take their Shares, without Benefit of Survivorſhip.

Debts and Loſſes, *&c.* in the Joint-Trade to be borne by the Joint-Stock, and Servants Wages, and Charges.

Rent and Taxes how to be charged and borne.

One of the Parties to provide Diet and Lodging for the other, at a certain Rate by the Year.

Covenant for each Party to apply himſelf diligently and faithfully.

and to be juſt to each other,

the ſaid Parties ſhall and will be true and juſt to each other in all his and their Bargains, Sales, Receipts, Payments, Accounts, Reckonings, Dealings and Doings

and truly to account.

in and about the Premiſſes, and thereof (upon Requeſt) ſhall and will make and give a true Account, each of them to the other of them.

Covenant to keep Books and make Entries,

And further, it is covenanted and agreed by and between the ſaid Parties, that for the better continuing of true and plain Dealing between them concerning this preſent Copartnerſhip, they the ſaid Parties ſhall and will provide, and keep or cauſe to be kept ſuch or ſo many Books as ſhall be neceſſary, wherein they ſhall fairly write or cauſe to be written the juſt and true Particulars of all Monies received and paid, and of all Goods, Wares and Commodities that ſhall be bought and ſold, received in or delivered out, and the Rates and Prices at which the ſame were bought and ſold, received and delivered, and of all Debts which ſhall be contracted, and of all other Matters or Things any way conducing to the Manifeſting the Eſtate of the ſaid Joint-Trade;

to which, and other Writings,

and that the ſame Books, together with all Bills, Bonds, Specialties, Letters, and other Writings touching or concerning the ſaid Joint-Trade, ſhall always remain extant, and be kept in ſome convenient Part of the ſaid Meſſuage, or other Houſe or Place where the ſaid Joint-Trade is or ſhall be uſed, where each of the ſaid Parties may during this Copartnerſhip, and all at ſeaſonable Times afterwards, have

each Party to have free Acceſs to read and copy.

free Acceſs to and come by them, and may read, peruſe and copy out the ſame, or any of them at his Freewill and Pleaſure, without the Let or Hindrance of the other of them, his Executors or Adminiſtrators.

Neither Party to give Credit contrary to the other's Will,

And that neither of the ſaid Parties, without the Conſent of the other of them firſt had in that Behalf, ſhall ſell, lend or deliver, by way of Credit or Truſt, any Money, Goods, Wares or Commodities belonging to the ſaid Joint-Trade, to any Perſon or Perſons whatſoever, whom the other of the ſaid Parties ſhall forewarn or forbid to be credited

nor releaſe or compound Debts for leſs than the Value.

or truſted, and that neither of the ſaid Parties ſhall, without the conſent of the other of them, releaſe, diſcharge or compound any Debt or Duty which during this Copartnerſhip ſhall be due or owing to the ſaid Parties upon account of their ſaid Joint-Trade, ſave only for ſo much as ſhall *bona fide* be received and brought

Each Party to make good what he receives.

into the Stock or Caſh of the ſaid Copartnerſhip; and that each of the ſaid Parties ſhall *bona fide* anſwer, pay, or otherwiſe make good uuto the Stock or Caſh of the ſaid Copartnerſhip, all ſuch Monies or Goods belonging to the ſame as he, or any others by his Order or Direction ſhall diſcharge or give any Receipt for;

Neither Party to become Surety without the other's Conſent in Writing, nor do any Thing to incumber the Stock,

And that neither of the ſaid Parties, his Executors or Adminiſtrators, ſhall during this Copartnerſhip, without the Conſent of the other of them, his Executors or Adminiſtrators, firſt thereunto had and obtained in Writing under his or their Hands, enter into Bond, or otherwiſe become bound or charged as Bail or Surety for any Perſon or Perſons whatſoever, or do or wilfully ſuffer to be done, any other Act Matter or Thing whatſoever, whereby, or by means whereof the ſaid Joint-Stock or Trade, or any Monies, Goods, Wares, Debts, Gains or Increaſe which ſhall be in or belonging to the ſame, ſhall or may be hindered, prejudiced, attached, ſeized, extended or taken in Execution; and that neither of the ſaid Parties ſhall permit or ſuffer the ſaid Joint Stock or Trade, or any of the Monies, Goods, Wares or Debts, which ſhall be in or due, or belonging to the

with his particular Debt, but pay the ſame out of his own Eſtate not in Partnerſhip.

ſame, to be any wiſe charged or incumbered with or for any private or particuticular Debt or Duty which ſhall not concern this Copartnerſhip; but that every ſuch private or particular Debt or Duty ſhall from Time to Time be paid and diſcharged by him whoſe Debt or Duty the ſame ſhall be, by and out of his own particular Eſtate not included in this Copartnerſhip.

Nor to take Servant or Apprentice without Conſent of the other.

And that neither of the ſaid Parties ſhall, without the Conſent of the other of them as aforeſaid, take any Perſon or Perſons as his Servant or Apprentice, to be employed in the ſaid Joint-Trade at any Time during this Copartnerſhip; and in caſe any Servant or Apprentice which either of the ſaid Parties ſhall have or keep, ſhall at any Time during this Coparnerſhip imbezil, purloin, wilfully waſte or miſpend any of the Monies, Wares, Goods, Debts or other Effects which ſhall be in or belonging to the ſaid

The Maſter to make good the Imbezilment of Servant, &c. in Failure of Servant and his Sureties.

Joint-Trade, then and ſo often the Maſter of every ſuch Apprentice or Servant ſhall anſwer and make good in ready Money unto the ſaid Joint-Stock or Trade within ſix Kalender Months next after every ſuch Fact done, the full Value of all ſuch Monies, Wares, Goods, Debts and other Effects as ſhall be ſo imbeziled, purloined, waſted or miſpent, if the Friends or Sureties of or for ſuch Servant or Appren-

tice, ſhall not in the mean Time pay and ſatisfy the ſame unto the ſaid Joint-Trade. And it is further agreed by and between the ſaid Parties to theſe Preſents, that each of them reſpectively ſhall Weekly and every Week during this Copartnerſhip, have and take out of the Monies of the ſaid Joint-Stock, towards the Defraying of their reſpective Charges and Expences, the ſeveral Sums following; that is to ſay, the ſaid *Amos Aſh* the Weekly Sum of 6*l.* and the ſaid *Bryan Aſh* the Weekly Sum of 2*l.* And that the ſaid Parties ſhall and will yearly during this Copartnerſhip between the firſt Day of *July* and the thirty-firſt Day of *July* in every Year (unleſs prevented by Sickneſs) account together, and make, caſt up, and fully finiſh between them a true, plain, perfect and particular Account and Reckoning in Writing of, for and touching all Monies, Goods, Wares, Debts, and other Eſtate then being in, or belonging, or owing unto the ſaid Joint-Trade or Copartnerſhip, and of all Debts and Duties then due and owing by and upon account of the ſame; and upon the finiſhing of every ſuch Account the ſaid Parties ſhall write and enter, or cauſe the true Particulars of every ſuch Account, and the Reſt or Balance thereof to be written and entered in two ſeveral Books, and ſhall ſubſcribe both their Names in the ſame Books, at the Foot of every ſuch yearly Account (entered therein) in the Preſence of two Witneſſes, who ſhall ſubſcribe their Names as Witneſſes unto ſuch Subſcription of the ſaid Parties in each of the ſame Books, and after the Names ſubſcribed each of the ſaid Parties ſhall have and take one of the ſaid Books into his own Cuſtody, and to his own Uſe. And alſo that at or after the Finiſhing and Adjuſting ſuch yearly Account, the ſaid Parties ſhall then make ſuch Deductions and Dividends out of the Increaſe and Gains of the ſaid Joint-Stock as ſhall be then mutually agreed on between them, which ſaid Monies ſo to be deducted ſhall be divided between them in proportion to their ſeveral Shares and Intereſts in the ſaid capital Stock. And alſo, in caſe either of the ſaid Parties ſhall happen to die during this Copartnerſhip, then all ſuch bad and deſperate Debts due and owing to or on account of the ſaid Joint-Stock or Trade as ſhall not have been reckoned as a good Eſtate, and caſt up and included in ſuch yearly Accounts to be made and ſtated as aforeſaid, ſhall with all convenient Speed be divided and diſtributed between the ſaid Party ſurviving and the Executors or Adminiſtrators of the Party deceaſed, according to the before mentioned reſpective Shares and Proportions of the ſaid Parties in the ſaid capital Stock, and thereupon the Party ſurviving, and the Executors or Adminiſtrators of the ſaid Party deceaſed, ſhall give unto each other and their reſpective Executors and Adminiſtrators, full Power and Authority to get in and recover his and their reſpective Parts and Shares of ſuch bad Debts. And moreover, it is mutually covenanted, granted, concluded and agreed by and between the ſaid Parties to theſe Preſents, and each of them for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, and agree to and with the other of them, his Executors and Adminiſtrators, that at the End of the ſaid Copartnerſhip, the ſaid Parties, if they be then living, ſhall within one Month then next following meet and account together, and make, caſt up, ſtate and adjuſt between them a true, plain, perfect and final Account and Reckoning in Writing, of, for and concerning the ſaid Joint-Trade or Copartnerſhip, and all Monies, Debts, Goods, Wares, Merchandizes, Gains, Profits and Advantages which ſhall be then in, or due, owing or belonging, or appertaining to their ſaid Joint-Stock or Trade, or to them the ſaid Parties, for or by reaſon, or on account thereof; and alſo of, for and concerning all Debts, Sums of Money, Charges, Loſſes and Expences, which by reaſon or means of the ſame Joint-Trade ſhall be by them the ſaid Parties due or owing to any Perſon or Perſons, or which they the ſaid Parties ſhall have ſuſtained for or by reaſon or on account thereof, ſo and in ſuch ſort as that it ſhall and may thereby appear what the true Eſtate of the ſaid Joint-Trade ſhall then be, and what Parts and Proportions, and how much of the ſame ſhall be then ſeverally due, belonging or appertaining unto each of the ſaid Parties, according to their ſeveral Intereſts and Proportions in the ſaid capital Stock or Trade, and according to the true Intent and Meaning of theſe Preſents. And immediately thereupon, or afterwards as ſoon as conveniently may be, true Payment and Satisfaction ſhall be made, or good Order taken for the true and ſpeedy Payment and Satisfaction of all ſuch Debts and Sums of Money as at the Time of the Expiration of the ſaid Copartnerſhip

Weekly Allowance for Expences.

Parties to account Yearly,

and to ſtrike a Balance, and to ſubſcribe it in two Books, to be witneſſed.

Each Party to keep one of the Books.

May make Dividends by Conſent.

If one Party die, bad Debts ſhall be divided between his Repreſentative and the Survivor in proportion,

and they are mutually to give Powers to recover.

At the End of the Partnerſhip Parties to account within a Month,

concerning Stock.

Profits,

Debts,

and Loſſes,

and to take Order for Payment of Debts due from them,

nerſhip ſhall be by them the ſaid Parties due or owing to any Perſon or Perſons for or on account of the ſaid Joint-Trade; and then alſo true Payment, Diviſion and Delivery ſhall be made by and between them the ſaid Parties, in proportion to their ſeveral Parts, Shares and Intereſts in the ſaid Copartnerſhip and Joint-Trade, at their then Houſe, Shop or Place of Trade, of all and every ſuch Monies, Debts, Goods, Wares, Merchandizes and other Things which ſhall be then in, or due, belonging or appertaining to the ſaid Joint-Stock or Trade, or to the ſaid Parties on account thereof, over and above what ſhall be then owing by or on account of the ſaid Joint-Trade as aforeſaid. And thereupon alſo each of the ſaid Parties, his Executors or Adminiſtrators, ſhall make and give unto the other of them, his Executors and Adminiſtrators, ſuch Aſſignments of their reſpective Parts and Shares of the Debts which ſhall be then due to the ſaid Copartnerſhip or Joint-Trade, together with full Power and Authority to ſue for and recover ſuch Debts as the Party who is to have the ſame Debts, ſhall upon ſuch Diviſion as aforeſaid reaſonably require; and after ſuch Diviſion, Partition and Aſſignment ſhall be made, neither of the ſaid Parties, his Executors or Adminiſtrators, ſhall or will receive, releaſe, compound for, or diſcharge any Debt or Debts which ſhall be allotted unto the other of them, his Executors or Adminiſtrators, without his Conſent to whom the ſame ſhall be ſo allotted. Provided always, and it is further covenanted, granted, concluded and agreed by and between the ſaid Parties, and each of them for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, grant and agree to and with the other of them, his Executors and Adminiſtrators, that if it ſhall happen that either of the ſaid Parties ſhall die before the Expiration of the ſaid Term of ſeven Years, then and in ſuch Caſe the Survivor of them, his Executors and Adminiſtrators, ſhall and will accept and take all the whole Stock of Goods, Wares, Merchandizes, Monies and Debts whatſoever, which at or immediately before the Deceaſe of the Party ſo dying ſhall in any wiſe be appertaining unto them the ſaid Parties as Copartners, or by reaſon or on account of their ſaid Joint-Trade; and alſo in conſideration thereof, and for a full Recompence and Satisfaction to be had and made to the Executors or Adminiſtrators of the Party ſo dying, of and for his full Part, Share and Proportion of, in and to the ſaid Joint-Stock, the ſame Survivor, his Executors or Adminiſtrators, ſhall and will truly ſatisfy and pay, or cauſe to be ſatisfied and paid at or in the ſaid Dwelling-Houſe of the ſaid *Amos Aſh*, or other their then Place of Trade, unto the Executors, Adminiſtrators or Aſſigns of the Party ſo dying, ſo much good and lawful Money as the full Value of the Part and Share of or belonging to the ſaid Party ſo dying, of and in the ſaid Joint-Stock and Trade, did or ſhall appear to be, or amount unto, by and according to the yearly Account then laſt before made and ſubſcribed with their Names as aforeſaid, in caſe any ſuch Account ſhall have been thentofore made; but in caſe no ſuch Account ſhall have been thentofore made, then ſo much lawful Money as the full Value of the Part and Share of the capital Stock brought into Copartnerſhip by the Party ſo dying, is or ſhall amount unto, together with Intereſt for the ſame, after the Rate of 5 *l. per Cent. per Annum*, to be accounted from the Time of the Death of the Party ſo dying till Payment thereof; the ſame to be paid in Manner following; that is to ſay, one third Part thereof at the End of ſix Kalendar Months next after the Deceaſe of the Party ſo dying, one other third Part thereof at the End of twelve Kalendar Months next after ſuch the Deceaſe of the Party ſo dying, and the remaining third Part thereof at the End of eighteen Kalendar Months next after ſuch the Deceaſe of the Party ſo dying; and for the better ſecuring the Payment thereof, the ſaid Party ſo ſurviving ſhall within one Month after the Deceaſe of the Copartner ſo dying, enter into, and become bound to the Executors or Adminiſtrators of the ſaid Copartner ſo deceaſing, in one or more Bonds or Obligations of double Penalty, with one or more ſuch Surety or Sureties as ſhall be to the good Liking of the Executors or Adminiſtrators of the Party ſo dying, conditioned for Payment to them the ſaid Executors or Adminiſtrators of the ſaid Party ſo dying, of ſuch Monies and Intereſt, at the Times and Place, and in Manner and Form aforeſaid; and ſhall alſo thereupon enter into and become bound to the Executors or Adminiſtrators of the Party ſo dying, in one or more Bonds or Obligations of ſufficient Penalty for ſaving harmleſs and indemnifying the Heirs, Executors

and to divide the Stock, &c. in proportion.

and mutually aſſign Debts, and give Power to recover them,

and not releaſe or compound them without Conſent.

Covenant if one dies within the ſeven Years, the other to take the whole Stock,

and pay for the Deceaſed's Share to his Repreſentatives,

at what Value,

and Intereſt from the Death of the Party.

The Payment by three Inſtalments.

The Survivor to become bound for the ſame, with Sureties,

and alſo to ſave harmleſs the Repreſentatives from the Debts due by the Partnerſhip Eſtate,

Executors and Adminiſtrators of the Party ſo dying, and his and their Lands and Tenements, Goods and Chattels, of and from all Debts and Duties which at the Time of his Deceaſe were jointly owing by them the ſaid Parties to any Perſon or Perſons for any Matter or Thing touching, or on account of the ſaid Joint-Stock or Trade, and of and from all Actions, Suits, Coſts, Charges, Damages and Expences, for or about the ſame Debts and Duties, and every of them, which Debts and Duties the Party ſo ſurviving doth agree to pay and ſatisfy in due and convenient Time. And that the Executors or Adminiſtrators of the Party ſo dying, upon the Sealing and Executing of ſuch Bonds as aforeſaid, ſhall and will by Writing ſufficient in the Law duly executed, grant, aſſign and releaſe unto the Party ſurviving, his Executors and Adminiſtrators, all the Part, Purparty, Share, Right, Title, Intereſt, Benefit, Claim and Demand whatſoever of them the ſaid Executors and Adminiſtrators of the Party ſo deceaſing, of, in and to all and every the Monies, Goods, Wares, Debts, Stock, Gains, and other Eſtate whatſoever, which at the Time of his Death were in Joint-Trade or Copartnerſhip between the ſaid Parties, or jointly owing or belonging unto them, upon account of the ſaid Joint-Trade. And it is hereby further declared and agreed by and between the ſaid Parties, that the Monies at any Time or Times during this Copartnerſhip to be taken or received out of the ſaid Joint-Stock, in reſpect of ſuch weekly Allowances as aforeſaid, ſhall not in any of the Caſes aforeſaid be reckoned or accounted as a Debt to the ſaid Joint-Stock or Trade from either of the ſaid Parties, but the ſame ſhall be eſteemed and taken as their own proper Monies and Eſtate, any Thing herein contained to the contrary notwithſtanding. And whereas the preſent Stock now imployed in Trade and Copartnerſhip between the ſaid Parties, conſiſting in Monies, Wares, Goods, Merchandizes and good Debts, amounts to the Sum or Value of 11000*l.* over and above what will be ſufficient to pay and diſcharge all ſuch Debts and Sums of Money as are or were due and owing by the ſaid *Amos Aſh* to any Perſon or Perſons on account of Trade before Commencement of this preſent Copartnerſhip, which Sum or Value of 11000*l.* makes up an Overplus of 3000*l.* over and above the Sum of 8000*l.* which it is herein before agreed ſhould be the capital or principal Stock of the ſaid Parties in their ſaid Joint-Trade and Copartnerſhip. And whereas the ſaid Sum or Overplus of 3000*l.* is, and is intended to be and continue the ſole and proper Monies and Eſtate of the ſaid *Amos Aſh*, excluſive of his ſaid Share and Proportion of the ſaid capital Stock of 8000*l.* and the ſame is not intended by either of the ſaid Parties to be continued or imployed in the ſaid Joint-Trade or Copartnerſhip any longer, or upon other Terms than are herein after mentioned. Now therefore this Indenture further witneſſeth, That it is hereby declared and agreed by and between the ſaid Parties, and the ſaid *Bryan Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree to and with the ſaid *Amos Aſh*, his Executors or Adminiſtrators, that it ſhall and may be lawful to and for the ſaid *Amos Aſh*, his Executors and Adminiſtrators, at his and their Freewills and Pleaſures to withdraw, take out or call in from and out of the ſaid Joint-Trade and Copartnerſhip the ſaid Sum or Overplus of 3000*l.* or any Part thereof, at ſuch Time or Times, and in ſuch Parts and Proportions as he or they ſhall think fit. And that in the mean Time, and until the ſaid Sum or Overplus of 3000*l.* ſhall be withdrawn and called in by the ſaid *Amos Aſh*, his Executors or Adminiſtrators as aforeſaid, Intereſt at the Rate of 5*l. per Cent. per Annum*, ſhall be anſwered and paid for the ſame, or for ſuch Part thereof as ſhall be continued in the ſaid Joint-Trade and Copartnerſhip, unto him the ſaid *Amos Aſh*, his Executors and Adminiſtrators, by and out of the ſaid Joint-Stock and Trade, or the Gains and Increaſe thereof. And it is further agreed by and between the ſaid Parties, that all ſuch Profit, Gains and Increaſe as ſhall ariſe, accrue, or be made by, from, and out of the ſaid Sum or Overplus of 3000*l.* or any Part thereof during ſo long Time of this Copartnerſhip as the ſaid *Amos Aſh*, his Executors or Adminiſtrators, ſhall pleaſe to continue the ſame Sum or any Part thereof, in the ſaid Joint-Trade and Copartnerſhip, over and above the Intereſt thereof to be paid to the ſaid *Amos Aſh*, his Executors or Adminiſtrators as aforeſaid, ſhall from Time to Time be ſhared and divided between the ſaid Parties, their Executors and Adminiſtrators, at ſuch Times and in ſuch Manner and Proportions as are herein before mentioned and agreed with reſpect to their ſaid

which the Survivor is to pay.

The Repreſentatives are at the ſame Time to aſſign to the Survivor the Share of the Deceaſed.

The Money allowed Weekly for Expences, not to be reckoned a Debt to the Joint-Stock.

Recital that there is a Sum now imployed which is no Part of the Stock; but belongs to one of the Parties.

Covenant in relation thereto.

The Owner may withdraw it at Pleaſure,

in the mean Time to be allowed Intereſt payable by the Joint-Stock.

The Profits made by it to be divided in proportion.

capital Stock of 8000*l.* and the Profits, Gains and Increaſe thereof, according to their reſpective Shares and Intereſt therein as aforeſaid. And whereas there are at preſent divers Debts and Sums of Money, amounting in the Whole to the Sum of 1500*l.* due and owing to the ſaid *Amos Aſh* from ſundry Perſons on account of his Trade and Dealings, as appears by his Leidger Book in the fifteenth and ſixteenth Pages, which were contracted and become due to him before the Commencement of this preſent Copartnerſhip, and are by him eſteemed as bad and deſperate Debts, and therefore are not reckoned, included or comprized in the ſaid capital Stock of 8000*l.* or in the ſaid Sum or Value of 11000*l.* or in any Part of them, or either of them. Now this Indenture further witneſſeth, That in conſideration of this preſent Copartnerſhip, and of the Covenant and Agreement on the Part of the ſaid *Amos Aſh* herein after contained, he the ſaid *Bryan Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Amos Aſh*, his Executors and Adminiſtrators, that he the ſaid *Bryan Aſh* ſhall and will at all Times hereafter during this preſent Copartnerſhip uſe and imploy his utmoſt Skill, Diligence and Endeavours, by all ſuch lawful Ways and Methods as the ſaid Parties ſhall agree on, to get in, obtain and recover the ſaid bad and deſperate Debts, or ſuch Part or Parts thereof as he ſhall be able to recover; in conſideration whereof the ſaid *Amos Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Bryan Aſh*, his Executors and Adminiſtrators, that all ſuch Sum and Sums of Money, being Part or Parts of the ſaid bad and deſperate Debts as ſhall from Time to Time be gotten in, obtained or recovered by the ſaid *Bryan Aſh*, his Executors or Adminiſtrators, ſhall thereupon be brought into this preſent Copartnerſhip, and be added to the ſaid capital Stock of 8000*l.* and during the Continuance of the ſaid Joint-Trade be ſubject to the ſame Terms, Conditions and Agreements as the ſaid capital Stock of 8000*l.* is herein before ſubjected unto, and at the End or Expiration of this preſent Copartnerſhip ſhall be ſhared and divided between the ſaid Parties, their reſpective Executors or Adminiſtrators, together with all ſuch Gains and Increaſe as in the mean Time ſhall be made thereof in the ſame, in the like Shares and Proportions as the ſaid capital Stock of 8000*l.* and the Gains and Increaſe thereof are herein before agreed to be ſhared and divided as aforeſaid. And laſtly, It is hereby covenanted, granted, concluded and agreed by and between the ſaid Parties, and each of them, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree, to and with the other of them, his Executors and Adminiſtrators, that if at any Time during this Copartnerſhip, or at or after the End thereof, any Variance, Strife, Controverſy, Doubt or Queſtion ſhall happen to ariſe, grow or be between the ſaid Parties, their Executors or Adminiſtrators, for or touching the ſaid Joint-Trade or Copartnerſhip, or for, upon or touching any Covenant, Grant, Clauſe, Words, Matter or Thing herein contained, or the Conſtruction thereof, then every ſuch Doubt, Queſtion or Controverſy, ſhall be referred to and reſolved, diſcuſſed and determined by two indifferent Perſons to be elected by and between the ſaid Parties, or their reſpective Executors or Adminiſtrators, within ſixty Days next after any ſuch Doubt, Queſtion or Controverſy ſhall ariſe; and in caſe ſuch two Perſons cannot agree and determine the Matter to them to be referred within ſixty Days next after ſuch Reference, then the ſame ſhall be reſolved, diſcuſſed and determined by ſuch one indifferent Perſon as the ſaid two firſt Referees or Arbitrators ſhall for that Purpoſe from Time to Time nominate and appoint Umpire in the Premiſſes, who ſhall determine the ſame within twenty Days next after he ſhall be appointed Umpire: And whatſoever Order, End or Determination the ſaid two Perſons, or their ſaid Umpire ſo to be elected and nominated as aforeſaid, ſhall within the reſpective Times in that Behalf aforeſaid, make between the ſaid Copartners, their Executors, Adminiſtrators or Aſſigns, of, for or about the Premiſſes, or any Part thereof, each of the ſaid Parties doth hereby for himſelf, his and their Executors and Adminiſtrators, covenant, promiſe and agree, to and with the other of them, his Executors and Adminiſtrators, to ſtand to, perform and keep the ſame, without any further Suit or Trouble whatſoever. In witneſs, *&c.*

Recital that there are certain bad Debts due to one of the Parties, incurred before this Partnerſhip.

Covenant that the other Party ſhall have Share of them he recovering them.

Differences between the Parties to be referred to Arbitrators,

who may chuſe an Umpire.

The Parties covenant to perform ſuch Award.

2

Articles

Articles of Copartnerſhip between three Perſons in the Trade of a Linen-Draper, with proper Covenants. One Party finds Board, &c. for the other Two, upon Terms agreed. One Party after a Time may take out Part of Stock, and another may add to his Part. Proviſion in caſe any Party does not bring in a full Share. N° 7.

THIS Indenture tripartite, made the tenth Day of *Auguſt* in the twelfth Year of the Reign of, *&c.* between *Arthur Aſtry* Citizen and Mercer of *London*, of the firſt Part, *Barnaby Bing* of *London* Linen-Draper, of the ſecond Part, and *Charles Cary* Citizen and Mercer of *London*, of the third Part, witneſſeth, That the ſaid Parties to theſe Preſents, for the good Opinion they have of each other, and for the Bettering and Improving of their Eſtates, by God's Bleſſing and their honeſt Endeavours, and for other good Cauſes and Conſiderations them thereunto moving, have concluded and agreed together, and by theſe Preſents do ſeverally promiſe and agree to and with each other, to be and continue Copartners and Joint-Traders and Dealers in the Trade, Art and Myſtery of a Linen-Draper, and in the Buying and Selling of all Goods, Wares, Merchandizes and other Things thereunto incident or belonging for the Term and Space of ſeven Years, to commence and be accounted from the twenty-fourth Day of *June* now laſt paſt, fully to be compleat and ended (if all of them the ſaid Parties to theſe Preſents, or any two of them ſhall ſo long live) ſubject to the Terms, Proviſoes and Agreements herein after mentioned; the ſame Joint-Trade to be managed and carried on in ſuch Part, and ſo much of the Meſſuage or Dwelling-Houſe of him the ſaid *Arthur Aſtry*, called or known by the Sign of the *Dove*, ſituate in *Eaſtcheap*, *London*, as by the ſaid Parties ſhall be thought fitting and requiſite for that Purpoſe, or in ſuch other Houſe, Shop or Warehouſe in or about *London*, as they the ſaid Parties or the Survivors of them ſhall in that Behalf mutually agree on. And for the better Furniſhing and Carrying on the ſaid Joint-Trade, the ſaid Parties have agreed with each other to bring into the ſame, and to make up between them in Monies and Wares the Sum or Value of 20000*l.* of lawful Money of *Great Britain*, as and for their Capital or Joint-Stock, the ſame 20000*l.* Capital Stock to be brought in and made up by the ſaid Parties for the firſt four Years of the ſaid Copartnerſhip in the Proportions following, that is to ſay, 10000*l.* Part thereof by the ſaid *Arthur Aſtry*, 5000*l.* other Part thereof, by the ſaid *Barnaby Bing*, and 5000*l.* Reſidue thereof, by the ſaid *Charles Cary*; and for the laſt three Years of the ſame Copartnerſhip, in the Proportions following; that is to ſay, 9600*l.* Part of the ſaid 20000*l.* capital Stock, by the ſaid *Arthur Aſtry*, 5000*l.* other Part thereof, by the ſaid *Barnaby Bing*, and 5400*l.* Reſidue thereof, by the ſaid *Charles Cary*. And thereupon it is mutually and reciprocally covenanted, granted, concluded and agreed upon by and between all the ſaid Parties to theſe Preſents, and each and every of them the ſaid *Arthur Aſtry*, *Barnaby Bing* and *Charles Cary*, for himſelf, his Heirs, Executors and Adminiſtrators, do and doth hereby covenant, promiſe and agree, to and with the others and other of them, his and their Executors and Adminiſtrators, in Manner and Form following; that is to ſay, That the ſaid Capital Stock of 20000*l.* to be brought in and made up by the ſaid reſpective Parties in the Proportions and Manner aforeſaid, and every Part thereof, and all Gains, Profit and Increaſe which ſhall be made, raiſed or gotten, in or by means of the ſaid Joint-Trade, ſhall from Time to Time during the ſaid Copartnerſhip be continued, uſed and employed in the ſaid Joint-Trade, and no Part thereof be taken thereout, or be by any of the ſaid Parties uſed, converted or imployed in or for any other Uſe, Trade or Purpoſe whatſoever (other than and except as is herein after in that Behalf mentioned). And that none of the ſaid Parties ſhall with his or their own Monies (not belonging to the ſaid Joint-Stock) or upon Credit given him or them by any Perſon or Perſons whatſoever, trade, barter or deal in any Matter or Thing in the Way or Trade of a Linen-Draper, or in any of the Wares, Merchandizes or Commodities in which the ſaid Parties ſhall mutually conſent and agree to trade or deal, ſave only upon the

Agreement for the Partnerſhip,

for a certain Time,

and at a certain Place.

The Proportions which each is to advance.

The Stock and Profits to be imployed in the Trade, except as after mentioned.

None of the Partners to carry on the Trade ſeparately.

Account, and for the Advantage and Benefit of the ſaid Joint-Stock and Trade. And that the ſaid Joint-Stock and Trade, and all Buyings, Sellings, Receipts, Payments, Debts, Bills of Parcels, Specialties and Aſſurances which during the ſaid Copartnerſhip ſhall be had, made or taken in or touching the ſaid Joint-Trade, ſhall from Time to Time be managed, carried, entered, made and taken in the Joint-Names of all the ſaid Parties, or the Survivors of them, to and for the Uſe, Benefit and Advantage of each and every of them the ſaid Parties, in proportion to their ſeveral and reſpective Intereſts and Shares in the ſaid Capital Stock and Joint-Trade. And that each and every of them the ſaid Parties, his and their Executors and Adminiſtrators, ſhall at all Times during this Copartnerſhip, and at the End, Expiration, or other Determination thereof, have and enjoy a ſeveral Share, Right, Title and Intereſt of, in and to the ſaid Joint-Stock, and all Gains, Increaſe and Profit whatſoever ariſing therefrom, or to be made or gotten thereby, and of, in and to all Monies, Goods, Wares and Effects which from Time to Time ſhall be in or belonging to the ſaid Joint-Stock and Trade, according to their ſaid ſeveral and reſpective Intereſts and Shares in the ſame. And alſo ſhall and may accordingly, upon or after the End or Diſſolution of this Copartnerſhip by Death or otherwiſe, receive and take his and their ſaid ſeveral Part, Share or Proportion, Parts, Shares or Proportions of all and ſingular the Premiſſes, to his and their own reſpective Uſe and Uſes, in Manner herein after expreſſed, without any Claim, Benefit or Advantage to be had, made or taken by Survivorſhip by any of the ſaid Parties ſurviving the other or others of them, any Thing herein, or any Law, Cuſtom or Uſage to the contrary notwithſtanding. And that all Debts and Duties which are or ſhall be owing by the ſaid Parties on account of their ſaid Joint-Stock or Trade, and all Loſſes and Damages which ſhall happen or come to the ſame, or the Gains or Proceed thereof, by bad Debts, Loſs, Damage or Decay of Goods, Suits at Law or in Equity, or other Caſualties, and all Servants Wages, Charges of Books and Letters, and Treating of Cuſtomers, and all other neceſſary Charges and Expences which ſhall be occaſioned, laid out, or happen in or about the ſaid Joint-Trade, ſhall at all Times during this Copartnerſhip be allowed, ſuſtained and borne by and out of the whole Joint-Stock, and the Profits and Gains thereof, ſo as each of them the ſaid Parties ſhall bear and pay his and their reſpective Share and Shares thereof, in proportion to their ſeveral Intereſts and Shares in the ſaid Joint-Stock. And further, that two full third Parts of the annual or yearly Rent of 150*l.* (which he the ſaid *Arthur Aſtry* yearly pays for his ſaid Dwelling-Houſe, and the Shop or Warehouſe where the ſaid Joint-Trade is now carried on) and of all Taxes, Rates and Pariſh Duties payable, or to be paid during the ſaid Copartnerſhip, for the ſaid Houſe, Shop and Premiſſes, and all Charges for the neceſſary Repairing or Improving the ſame Shop or Warehouſe, or other Rooms and Conveniencies uſed in or about the ſaid Joint-Trade, ſhall (in conſideration of the Uſe which all the ſaid Parties are to have of the ſame Shop or Warehouſe, Rooms and Conveniencies for Carrying on their ſaid Joint-Trade therein) be borne, paid and defrayed by all the ſaid Parties, by and out of their ſaid Joint-Stock and Trade, in proportion to their ſaid ſeveral and reſpective Shares and Intereſts therein. And that all the Counters, Preſſes, Shelves, Deſks, and other Conveniencies in or about the ſaid Shop or Warehouſe, or uſed in carrying on the ſaid Joint-Trade, and which have been purchaſed, furniſhed and provided by the ſaid *Arthur Aſtry* ſhall be rated and eſtimated, and are hereby accordingly rated and eſtimated at the Price or Value of 180*l.* of lawful Money of *Great Britain*, 60*l.* Part whereof is to be paid or allowed by the ſaid *Barnaby Bing* to the ſaid *Arthur Aſtry*, and which he the ſaid *Barnaby Bing* doth hereby for himſelf, his Executors and Adminiſtrators, covenant and agree to pay and allow to him the ſaid *Arthur Aſtry*, his Executors or Adminiſtrators accordingly, within the Space of three Months next enſuing the Date hereof, and 30*l.* (other Part of which ſaid 180*l.*) is to be paid or allowed by the ſaid *Charles Cary* to the ſaid *Arthur Aſtry*, and which he the ſaid *Charles Cary* doth hereby for himſelf, his Executors and Adminiſtrators, covenant and agree to pay or allow to him the ſaid *Arthur Aſtry* his Executors or Adminiſtrators accordingly, within the like Space of three Months next enſuing the Date hereof. And the ſaid *Arthur Aſtry* doth hereby covenant and agree with the ſaid *Barnaby Bing*, that he the ſaid *Arthur Aſtry* ſhall and will find and provide for the ſaid *Barnaby*

The Joint-Trade to be carried on in the Names of all, &c.

Each to enjoy a ſeparate Share.

And on a Diſſolution of Partnerſhip to divide in proportion, without Benefit of Survivorſhip.

Debts, Loſſes, and Charges to be borne in proportion.

Rent, &c. how to be paid.

Counters, &c. valued.

Agreement as to Lodging and Board;

Bing, during ſo long Time of this preſent Copartnerſhip as he the ſaid *Barnaby Bing* ſhall think fit to lodge and board with him the ſaid *Arthur Aſtry*, ſufficient and convenient Diet and Lodging in his the ſaid *Arthur Aſtry*'s Dwelling-Houſe, in conſideration whereof he the ſaid *Barnaby Bing* doth covenant and agree with the ſaid *Arthur Aſtry* to pay and allow unto him the ſaid *Arthur Aſtry* the yearly Sum of 40*l.* by equal Quarterly Payments, for ſo long Time of this preſent Copartnerſhip as he the ſaid *Barnaby Bing* ſhall ſo lodge and board with the ſaid *Arthur Aſtry* as aforeſaid. And the ſaid *Arthur Aſtry* doth hereby covenant and agree with the ſaid *Charles Cary*, that he the ſaid *Arthur Aſtry* ſhall and will find and provide for the ſaid *Charles Cary* during ſo long Time of this preſent Copartnerſhip, as he the ſaid *Charles Cary* ſhall think fit to lodge and board with him the ſaid *Arthur Aſtry*, ſufficient and convenient Diet and Lodging in his the ſaid *Arthur Aſtry*'s Dwelling-Houſe, in conſideration whereof he the ſaid *Charles Cary* doth covenant and agree with the ſaid *Arthur Aſtry*, to pay and allow unto him the ſaid *Arthur Aſtry*, the yearly Sum of 40*l.* by equal Quarterly Payments, for ſo long Time of this preſent Copartnerſhip as he the ſaid *Charles Cary* ſhall ſo lodge and board with the ſaid *Arthur Aſtry* as aforeſaid. And it is hereby further agreed by and between all the ſaid Parties to theſe Preſents, and the ſaid *Arthur Aſtry* doth hereby covenant and agree to and with the ſaid *Barnaby Bing* and *Charles Cary*, that he the ſaid *Arthur Aſtry* ſhall and will for ſo long Time of this preſent Copartnerſhip as he ſhall live, find and provide for all Servants to be imployed or retained by the ſaid Partners in or about their ſaid Shop or Joint-Trade, ſuitable and convenient Diet and Lodging in or about his the ſaid *Arthur Aſtry*'s Dwelling-Houſe; in conſideration whereof it is hereby covenanted and agreed by and between all the ſaid Parties to theſe Preſents, that he the ſaid *Arthur Aſtry* ſhall be paid and allowed the yearly Sum of 20*l.* for each ſuch Servant to be by him provided for as aforeſaid, the ſame to be paid and allowed him by four equal Quarterly Payments, by each and every of the ſaid Partners, by and out of the ſaid Joint-Stock, and the Gains and Produce thereof, in proportion to their ſeveral and reſpective Shares and Intereſt therein, and ſo proportionably for any longer or ſhorter Time than a Year, for which he the ſaid *Arthur Aſtry* ſhall ſo provide for any ſuch Servant or Servants as aforeſaid. And each of them the ſaid Copartners for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant and agree with the other and others of them, his and their Executors and Adminiſtrators, that he ſhall and will at all fitting and ſeaſonable Times during this Copartnerſhip diligently and faithfully imploy and apply himſelf, in, to and about the Affairs and Buſineſs of the ſaid Joint-Trade, and the Management of the ſame, for the beſt Advantage and Benefit of all the ſaid Parties, and of their ſaid Joint-Stock and Trade; And alſo ſhall and will be juſt, true and faithful to the other and others of the ſame Parties in all his Bargains, Sales, Receipts, Payments, Accounts and Tranſactions in relation to the ſaid Joint-Trade; and alſo ſhall and will (upon Requeſt of the other or others of the ſame Parties) make and give a juſt and true Account, thereof to them or either of them. And it is hereby further covenanted and agreed by and between all the ſaid Parties to theſe Preſents, that for the better continuing of true and plain Dealing between them concerning the ſaid Joint-Trade and Copartnerſhip, they the ſaid Parties ſhall and will provide and keep, or cauſe to be kept ſuch and ſo many Books as ſhall be neceſſary, wherein ſhall be fairly written the juſt and true Particulars of all Monies received and paid, and of all Goods, Wares and Commodities bought and ſold, received in or delivered out, and the Rates and Prices at which the ſame were bought and ſold, received and delivered, and of all Debts contracted, and of all other Matters and Things any way conducing to the Manifeſting the Affairs and State of the ſaid Joint-Trade and Copartnerſhip. And that the ſame Books, together with all Bills, Letters, Specialties, and other Writings touching or relating to the ſaid Joint-Trade, ſhall always remain open and extant in ſome convenient Part of the ſaid Shop or Warehouſe, or other Place where the ſaid Joint-Trade is or ſhall be carried on, where each of the ſaid Parties may during this Copartnerſhip, and at all ſeaſonable Times afterwards, have free Acceſs to and come by them or any of them, and may read, peruſe and copy out the ſame, or any of them, at his or their Free-will and Pleaſure, without the Let or Hindrance of the other or others of them, his or their Executors or Admini-

and as to the Maintenance of Servants,

that each Party will imploy his Time for the Benefit of the Partnerſhip,

and will be faithful to each other.

Books to be kept.

What Entries to be made.

Books, Bills, &c. to remain open,

and Partners may take Copies.

Credit to whom not to be given.

Adminiſtrators. And that none of the ſaid Parties, without the Conſent of the other or others of them in that Behalf firſt had and obtained, ſhall ſell, lend or deliver, by way of Credit or Truſt, any Money, Goods, Wares or Commodities belonging to the ſaid Joint-Stock or Trade, to any Perſon or Perſons whatſoever, whom the other or others of the ſaid Parties ſhall forewarn or forbid to be credited or truſted.

Debts not to be compounded without mutual Conſent.

And that none of the ſaid Parties ſhall, without the Conſent of the other or others of them, releaſe, compound or diſcharge any Debt or Duty which during this Copartnerſhip ſhall be due or owing to the ſaid Parties on account of their ſaid Joint-Stock or Trade, ſave only for ſo much as ſhall *bona fide* be received and brought into the Stock or Caſh of the ſaid Copartnerſhip.

Each to account for Money received, &c.

And that each and every of the ſaid Parties ſhall *bona fide* anſwer and pay, or otherwiſe make good unto the Stock or Caſh of the ſaid Copartnerſhip, all ſuch Monies or Goods belonging to the ſame, as he or they, or any others by his Order or Direction ſhall receive, diſcharge or give any Receipt for.

Partners not to be bound for others without mutual Conſent.

And that none of the ſaid Parties, his or their Executors or Adminiſtrators, ſhall during this Copartnerſhip, without the Conſent of the other or others of them, his or their Executors or Adminiſtrators, firſt thereunto had in Writing under his or their Hand or Hands, enter into Bond, Judgment or Statute, or otherwiſe become bound or charged as Bail or Surety with or for any Perſon or Perſons whomſoever, or do or wilfully ſuffer to be done, any Act or Thing by means whereof the ſaid Joint-Stock or Trade, or the Monies, Goods, Wares, Debts, Gains or Effects which are or ſhall be in or due or belonging to the ſame, ſhall or may be prejudiced, hindred, ſeized, attached, extended or taken in Execution;

Each to indemnify the Stock againſt his own Debts,

and that none of the ſaid Parties ſhall permit or ſuffer the ſaid Joint-Stock or Trade, or any of the Monies, Wares, Debts or Effects which ſhall be in or due, or belonging to the ſame, to be in any wiſe charged or incumbered with or for any private or particular Debt or Duty which ſhall not concern this Copartnerſhip; but that every ſuch private or particular Debt or Duty ſhall from Time to Time be paid and diſcharged by the Party or Parties whoſe Debt or Duty the ſame ſhall be, by and out of his and their own particular Eſtate not included in this Copartnerſhip.

not to take Servants in the Joint-Trade without ſuch Conſent.

And that none of the ſaid Parties ſhall, during this Copartnerſhip, without the Conſent of the other or others of them as aforeſaid, take any Servant or Servants, Apprentice or Apprentices, to be imployed in the ſaid Joint-Trade.

Each to make good the Imbezilments of his Servants, &c. on Failure of the Sureties.

And in caſe any Servant or Servants, Apprentice or Apprentices, which any of the ſaid Parties ſhall have or keep, ſhall at any Time during this Copartnerſhip imbezil, purloin, or wilfully waſte or miſpend any of the Goods, Wares, Monies, or Effects which are or ſhall be in or belonging to the ſaid Joint-Stock or Trade, then and ſo often, and in every ſuch Caſe, the Maſter of every ſuch Servant or Apprentice ſhall anſwer and make good in ready Money unto the ſaid Joint-Stock or Trade within ſix Kalendar Months after every ſuch Fact done, the full Value of all ſuch Goods, Wares, Monies and Effects as ſhall be ſo imbeziled, purloined, waſted or miſpent, if the Friends or Sureties of or for ſuch Servant or Apprentice ſhall not in the mean time pay and ſatisfy the ſame unto the ſaid Joint-Stock or Trade.

Weekly Allowances of Expences to each Partner.

And it is hereby further agreed by and between all the ſaid Parties to theſe Preſents, that each of them reſpectively ſhall Weekly and every Week during this Copartnerſhip, have and take out of the Monies of the ſaid Joint-Stock, towards the Defraying of their reſpective Charges and Expences, the ſeveral Sums following; (that is to ſay) for the firſt four Years of the ſaid Copartnerſhip the ſaid *Arthur Aſtry* the Weekly Sum of 14*l.* the ſaid *Barnaby Bing* the Weekly Sum of 10*l.* and the ſaid *Charles Cary* the Weekly Sum of 10*l.* and for the laſt three Years of the ſaid Copartnerſhip the ſaid *Arthur Aſtry* the Weekly Sum of 12*l.* the ſaid *Barnaby Bing* the Weekly Sum of 10*l.* and the ſaid *Charles Cary* the Weekly Sum of 10*l.*

Partners to account Yearly.

And that the ſaid Parties and the Survivors of them ſhall and will yearly during this Copartnerſhip, between the twenty-fifth Day of *December* and the ſecond Day of *February* in every Year (unleſs prevented by Sickneſs) account together, make, caſt up, and fully finiſh between them a true, plain, perfect and particular Account and Reckoning in Writing of, for and touching all Monies, Goods, Wares, Debts, and Effects then being in, or due, or owing or belonging, to the ſaid Joint-Trade and Copartnerſhip, and of all Debts and Duties then due and owing for or on account of the ſame, and ſhall thereupon enter, or cauſe the true Particulars of every ſuch Account, and the Reſt,

or Balance thereof to be written and entered in a Book to be kept for that Purpoſe, and ſhall ſubſcribe all their Names in the ſame Book, at the Foot of every ſuch yearly Account entered therein as aforeſaid; which ſaid Book when ſo ſubſcribed ſhall be and remain in the Cuſtody of the ſaid *Arthur Aſtry*, to be by him kept in ſome convenient Part of his ſaid Dwelling Houſe, or of the ſaid Shop or Warehouſe, or other their then Place of Trade, for the mutual Benefit of all the ſaid Parties; and where any of them the ſaid Parties may at all ſeaſonable Times, as well during this Copartnerſhip as afterwards, have free Acceſs and Recourſe to the ſame, either to peruſe and inſpect, or copy out the ſame, or any Part thereof, at their reſpective Freewills and Pleaſures. And it is agreed, that after every ſuch yearly ſtated Account ſhall be ſo entered and ſubſcribed as aforeſaid, the Heads of the ſame ſhall be fairly drawn out and written in three diſtinct Papers, each of which Papers ſhall contain all the ſaid Heads of the ſaid ſtated Account in the ſame or the like Words and Figures as near as may be, and ſhall be thereupon ſigned or ſubſcribed by all the ſaid Parties; and after the ſaid three Papers ſhall be ſo drawn out, written and ſigned as aforeſaid, each of the ſaid Parties ſhall have and take one of the ſaid Papers into his own Cuſtody, and for his own Uſe; and alſo that at or after the Finiſhing and Adjuſting every ſuch yearly Account the ſaid Parties ſhall then make ſuch Deductions and Dividends in Monies out of the neat and clear Profits and Increaſe of the ſaid Joint-Stock and Trade (after a Deduction of all incident Charges and Expences on account of the ſame Trade, and of all bad or deſparate Debts which may have happened to the ſame Trade within the Year then laſt paſt) as ſhall then be mutually agreed on between them the ſaid Parties; which Monies ſo to be deducted ſhall be thereupon divided between the ſaid Parties in proportion to their then reſpective Shares and Intereſts in the ſaid Joint-Stock and Trade. And further, that at the End of the ſaid firſt four Years of the ſaid Copartnerſhip, the ſaid *Charles Cary* (if then living) ſhall bring into the ſaid capital Stock of the ſaid Trade the Sum or Value of 400*l.* of lawful Money of *Great-Britain*, thereby to compleat his Part or Share in the ſame capital Stock for the then remaining four Years of the ſaid Copartnerſhip, to be and amount to the Sum or Value of 5400*l.* and thereupon the ſaid *Arthur Aſtry* ſhall and may receive and draw out of the ſaid capital Stock of the ſaid Trade, and convert to his own Uſe the like Sum or Value of 400*l.* to reduce his Part or Share in the ſame capital Stock to the Sum or Value of 9600*l.* for the ſaid then remaining three Years of the ſaid Copartnerſhip. And it is hereby further agreed by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid *Barnaby Bing* and *Charles Cary*, or either of them, ſhall (for all or any Part of this preſent Copartnerſhip) fail or make default to bring into the ſaid capital Stock of the ſaid Trade any Part of the Monies herein before by him or them reſpectively agreed to be brought in as aforeſaid, in order to compleat and make up his or their ſeveral and reſpective Quota or Quota's, Share or Shares of the ſame Capital, in purſuance of the Covenants and Agreements herein before in that Behalf contained, in ſuch Caſe the ſaid *Arthur Aſtry* ſhall and will lend and bring into the ſaid capital Stock and Trade for and on the Behalf of the ſaid *Barnaby Bing* and *Charles Cary* reſpectively, or ſuch of them as ſhall make ſuch Default as aforeſaid, all ſuch Monies as they the ſaid *Barnaby Bing* and *Charles Cary* reſpectively, or either of them ſhall fail to bring in as aforeſaid; and ſhall and will continue the ſame Monies in the ſaid Trade, until the Party or Parties who ſhall have made ſuch Default ſhall bring into the ſame Trade ſuch Monies whereof ſuch Default ſhall have been made as aforeſaid. Provided always nevertheleſs, and it is hereby agreed by and between all the ſaid Parties, that all Monies which the ſaid *Arthur Aſtry* ſhall ſo lend or bring into the ſaid Joint-Stock and Trade, for and on the Behalf of them the ſaid *Barnaby Bing* and *Charles Cary*, or either of them as aforeſaid, ſhall from Time to Time ſtand charged upon and be ſecured, to be repaid to the ſaid *Arthur Aſtry*, his Executors, Adminiſtrators and Aſſigns, forth and out of the Part and Share of ſuch of them the ſaid *Barnaby Bing* and *Charles Cary* (of and in the ſaid Joint-Stock and Trade) for or on whoſe Behalf the ſame Monies ſhall be ſo lent or be brought in as aforeſaid. And that at the End of this Copartnerſhip, or upon the Deceaſe of the ſaid *Arthur Aſtry*, or of the Party or Parties for or on whoſe Behalf ſuch Monies ſhall be ſo lent or brought in (as the Caſe may be, and which ever of the ſame Caſes ſhall firſt happen) the ſame Monies

This Book how to be kept.

Each Party to have a Copy of the yearly Account ſigned by all.

They may then make Dividends by mutual Agreement,

after Part of the Time, one Party to add to his capital Stock, and another to take out Part

Proviſion in caſe ſome of the Partners do not bring in their Quota's, and the other makes the ſame good.

He to be ſecured by the Share of the Defaulter,

or ſo much thereof as ſhall then remain due, ſhall in the firſt place accordingly be repaid to the ſaid *Arthur Aſtry*, his Executors or Adminiſtrators, forth and out of the Part or Share of the Party or Parties for or on whoſe Behalf the ſaid Monies ſhall be ſo lent or brought in as aforeſaid. And further, that in the mean time, and until ſuch Monies ſhall be repaid to the ſaid *Arthur Aſtry*, his Executors or Adminiſtrators, the ſaid Party or Parties, for or on whoſe Behalf the ſame ſhall be ſo lent or brought in as aforeſaid, ſhall and will by and out of his or their reſpective Share or Shares of the Profits and Increaſe of the ſaid Joint-Trade, Yearly pay and allow to the ſaid *Arthur Aſtry*, his Executors or Adminiſtrators, legal Intereſt for the ſame Monies, or ſuch Part thereof as for the Time being ſhall remain due. And it is hereby farther mutually agreed by and between all the ſaid Parties, that at the End of this preſent Copartnerſhip, they the ſaid Parties, (if they be all then living) or if any one of them be then dead, the Survivors of them ſhall within one Month then next following meet and account together, and make, caſt up, ſettle and fully adjuſt between them a true, plain, perfect and and final Account and Reckoning in Writing, of, for and concerning the ſaid Joint-Stock and Trade; and all Monies, Debts, Goods, Wares, Merchandizes, Profits, Gains and Effects which ſhall be then in, or due, owing, belonging, or in any wiſe appertaining to the ſame Stock and Trade, or to the ſame Partners or the Survivors of them, for, or on account thereof; and alſo of, for and concerning all Debts, Sums of Money, Charges, Loſſes, Damages and Expences, which by reaſon or on accouut of the ſame Joint-Trade ſhall be by them the ſaid Partners or the Survivors of them, due or owing to any Perſon or Perſons, or which they the ſaid Partners ſhall have ſuffered or ſuſtained for or by reaſon or on account thereof, ſo and in ſuch ſort as it ſhall and may thereby appear what the true State and Condition of the ſaid Joint-Stock and Trade ſhall then be, and what Parts and Proportions, and how much of the ſaid Joint-Stock ſhall be then ſeverally due, belonging or appertaining unto each of the ſaid Parties reſpectively, according and in proportion to their then ſeveral and reſpective Shares and Intereſts in the ſaid capital Stock and Trade, and the true Meaning of theſe Preſents. And immediately thereupon, and afterwards as ſoon as conveniently may be, true Payment ſhall be made, or good Order taken for the true and ſpeedy Payment of all ſuch Debts and Sums of Money as at the Time of the Expiration of the ſaid Copartnerſhip ſhall be by them the ſaid Partners, or the Survivors of them, due or owing unto any Perſon or Perſons for or on Account of the ſaid Joint-Trade. And then alſo true Payment, Diviſion, Partition and Delivery ſhall be made by and between all the ſaid Parties, or ſuch two of them as ſhall be then living, in proportion, and according to their then ſeveral and reſpective Shares and Intereſts in the ſaid Joint-Stock and Trade (at their then Houſe, Shop or Place of Trade) of all and ſuch Monies, Goods, Wares, Merchandizes, Debts and Effects which ſhall be then in, or due, owing, belonging or appertaining to the ſaid Joint-Stock or Trade, or to the ſaid Partners, or to the Survivors of them, for or on account thereof (over and above what ſhall be then due or owing for or on account of the ſame Trade as aforeſaid). And that each and every of the ſaid Partners then living, his and their reſpective Executors or Adminiſtrators ſhall thereupon make and give unto the other or others of them, his or their Executors and Adminiſtrators, ſuch Aſſignments of their reſpective Parts and Shares of the Debts which ſhall be then due to the ſaid Copartnerſhip or Joint-Trade, together with full power and Authority to ſue for and recover ſuch Debts as the Party or Parties who is or are to have the ſame Debts, ſhall upon ſuch Diviſion as aforeſaid reaſonably require; And after ſuch Diviſion, Partition and Aſſignments ſhall be made, none of the ſaid Partners, their Executors or Adminiſtrators, ſhall or will releaſe, compound for, or diſcharge any Debt or Debts which ſhall be allotted unto the other or others of them, his or their Executors or Adminiſtrators, without the Conſent of him or them to whom the ſame ſhall be ſo allotted. Provided always, and it is further covenanted, granted, concluded and agreed by and between all the ſaid Partners, and each and every of them for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and agree with the other and others of them, his and their Executors and Adminiſtrators, that if it ſhall happen that any one or more of the ſaid Partners ſhall die or depart this Life before the Expiration of the ſaid Term of ſeven Years, then and in ſuch Caſe the Survivors or

and to have lawful Intereſt.

At the End of the Partnerſhip a final Account to be made,

and Payment to be made or ſecured of Debts due on the Joint-Trade,

and proportionable Payment and Diviſion between the Parties,

and Aſſignments to be mutually given of Debts due to the Trade, and Power to ſue,

and then not to releaſe ſuch Debts, without Conſent.

If ſome of the Partners die within the Time, the others to take the Stock, &c.

Survivor

Survivor of the ſaid Partners, and the Executors and Adminiſtrators of ſuch Survivors or Survivor ſhall and will accept and take, in equal Shares and Proportions between them, all the whole Stock of Goods, Wares, Merchandizes, Monies, good Debts and Effects whatſoever, which at or immediately before the Deceaſe of the Party or Parties ſo dying ſhall in any wiſe be appertaining unto them the ſaid Parties as Copartners, or by reaſon or on account of their ſaid Joint-Trade. And alſo in conſideration thereof, and for a full Recompence and Satisfaction to be had and made to the Executors or Adminiſtrators of the Party or Parties ſo dying, of and for his or their full Part, Share and Proportion of, in and to the ſaid Joint-Stock and Trade, the ſame Survivors or Survivor, his or their Executors or Adminiſtrators, ſhall and will truly ſatisfy and pay, or cauſe to be ſatisfied and paid at or in their then Place of Trade, unto the Executors, Adminiſtrators or Aſſigns of the Party or Parties ſo dying, ſo much good and lawful Money as the full Value of the Part and Share, or Parts and Shares of or belonging to the ſaid Party or Parties ſo dying, of and in the ſaid Joint-Stock and Trade, and ſuch good Debts as aforeſaid, did or ſhall appear to be, or amount unto, by and according to the yearly Account then laſt before made and ſubſcribed with their Names as aforeſaid, (firſt deducting thereout ſuch Monies as the Party or Parties ſo dying ſhall from and after ſuch laſt yearly Account have received out of the ſaid Joint--Trade for his or their Weekly Allowances as aforeſaid); but in caſe no ſuch Account ſhall have been thentofore made, then ſo much lawful Money as the full Value of the Part and Share or Parts and Shares of the Capital Stock brought into Copartnerſhip by the Party or Parties ſo dying, is, are or ſhall amount unto (firſt deducting thereout ſuch Monies as the Party or Parties ſo dying ſhall have received out of the ſaid Joint-Trade for his or their Weekly Allowances from the twenty-fifth Day of *December* next preceding ſuch his or their Deceaſe). And for a Recompence and Satisfaction for the Trouble and Attendance of the Party or Parties ſo dying, in and about the ſaid Trade and Buſineſs, from the Time of ſuch laſt ſtated Account (in caſe any ſuch ſhall have been) or in default thereof, from the twenty-fifth Day of *December* next preceding ſuch his or their reſpective Deceaſe, the ſaid ſurviving Party or Parties, his or their Executors or Adminiſtrators, ſhall pay, or cauſe to be paid unto the Executors, Adminiſtrators or Aſſigns of the Party or Parties ſo dying, ſuch Weekly Sum and Sums of Money, and upon ſuch Contingencies as are herein after mentioned; (that is ſay) To the Executors, Adminiſtrators or Aſſigns of the ſaid *Arthur Aſtry*, (in caſe he happen to die within the firſt four Years of the ſaid Copartnerſhip) the Weekly Sum of 16 *l.* but in caſe he happen to die within the laſt three Years of the ſaid Copartnerſhip, then only the Weekly Sum of 15 *l.* To the Executors, Adminiſtrators or Aſſigns of the ſaid *Barnaby Bing* the Weekly Sum of 11 *l.* And to the Executors, Adminiſtrators or Aſſigns of the ſaid *Charles Cary* (in caſe he happen to die within the ſaid firſt four Years of the ſaid Copartnerſhip) the Weekly Sum of 6 *l.* but in caſe he happen to die within the ſaid three laſt Years of the ſaid Copartnerſhip, then the Weekly Sum of 7 *l.* the ſaid reſpective laſt mentioned Weekly Payments to be computed and made from the ſtated Account laſt preceding the Deceaſe of the Party or Parties ſo dying (if any ſuch Account ſhall have been made); or in default thereof, then from the twenty-fifth Day of *December* next preceding ſuch his or their reſpective Deceaſe, and to be continued and carried on until the Time of ſuch the Deceaſe of the Party or Parties ſo dying. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that all Monies herein before provided or agreed to be paid by the ſaid ſurviving Party or Parties, his or their Executors or Adminiſtrators, unto the Executors, Adminiſtrators or Aſſigns of the Party or Parties ſo dying upon the reſpective Contingencies aforeſaid, ſhall be paid in Manner following; (that is to ſay) one third Part thereof at the End of ſix Kalendar Months next after ſuch the Deceaſe of the reſpective Party or Parties ſo dying; one other third Part thereof at the End of twelve Kalendar Months next after ſuch the Deceaſe of the reſpective Party or Parties ſo dying; and the remaining third Part thereof at the End of eighteen Kalendar Months next after ſuch the Deceaſe of the reſpective Party or Parties ſo dying. And for the better ſecuring the Payment thereof, the ſaid ſurviving Party or Parties ſhall within one Month after the Deceaſe of the Partner or Partners ſo happening to

and to pay for the ſame according to the laſt yearly Account, or if none ſuch, according to the Shares of the Capital.

Recompence for the Trouble of the Party dying, from the Time of the laſt yearly Day of Account, in proportion,

Money to be paid by Survivors to Executors, &c. of deceaſed Partner, at what Times.

In the mean Time the Survivors to give Security for Payment,

to die, enter into and become bound to the reſpective Executors or Adminiſtrators of the ſaid Partner or Partners ſo deceaſing, in one or more Bond or Bonds of double Penalty, with one or more ſuch Surety or Sureties as ſhall be to the good Liking of the Executors or Adminiſtrators of the Party or Parties ſo dying, conditioned for Payment to them reſpectively of ſuch Monies, and at ſuch Times and Place, and in ſuch Manner and Form as aforeſaid; and ſhall alſo thereupon enter into and become bound to the Executors or Adminiſtrators of the reſpective Party or Parties ſo dying in one or more Bond or Bonds of ſufficient Penalty, for ſaving harmleſs and indemnifying the Heirs, Executors and Adminiſtrators of the Party or Parties ſo dying, and his and their Lands and Tenements, Goods and Chattels of and from all Debts which at the Time of his or their reſpective Deceaſe were jointly owing by the ſaid Partners to any Perſon or Perſons, for any Matter or Thing touching or on account of their ſaid Joint-Trade; and of and from all Actions, Suits, Damages and Expences, for or about the ſame Debts and every of them, which Debts the ſaid ſurviving Party or Parties ſhall pay and ſatisfy in due and convenient Time. And it is hereby agreed, that the Executors or Adminiſtrators of the reſpective Party or Parties ſo dying ſhall and will (upon the Sealing and Executing of ſuch Bonds as aforeſaid) by Writing ſufficient in the Law duly executed, grant, aſſign and releaſe unto the Party or Parties ſurviving, his or their Executors or Adminiſtrators, all the Part, Share, Right, Title, Intereſt, Claim and Demand whatſoever, of them the ſaid Executors and Adminiſtrators of the ſaid reſpective Party or Parties ſo deceaſing, of, in and to the ſaid Joint-Stock and Trade, and the Monies, Goods, Wares, Debts (other than ſuch Debts as are hereinafter mentioned) Gains, and other Effects and Eſtate whatſoever, which at the Time of ſuch his or their Deceaſe were in Joint-Trade or Copartnerſhip between them the ſaid Partners, or jointly owing or belonging unto them upon the Account of their ſaid Joint-Trade. And in caſe any of the ſaid Partners ſhall happen to die during this Copartnerſhip, then all ſuch bad and deſperate Debts due and owing to or on account of the ſaid Joint-Trade as ſhall not have been reckoned as a good Eſtate, and as ſuch caſt up and included in ſuch yearly Accounts to be made and ſtated as aforeſaid, ſhall with all convenient Speed be divided and diſtributed between the ſurviving Party or Parties, and the Executors or Adminiſtrators of the Party or Parties deceaſed, in proportion to the reſpective Shares and Intereſt of the ſaid Partners in the ſaid capital Stock and Joint-Trade; and thereupon the ſurviving Party or Parties, and the Executors or Adminiſtrators of the Party or Parties deceaſed, ſhall give unto each other, and their reſpective Executors and Adminiſtrators, full Power and Authority to ſue for, get in and recover his and their reſpective Parts and Shares of ſuch bad Debts. And whereas the ſaid *Arthur Aſtry* is now poſſeſſed of the Reſidue of a certain Leaſe or Term for Years (whereof there are about nine Years to come) of and in the ſaid Meſſuage or Dwelling-Houſe, Shop or Warehouſe, and Premiſſes, wherein he the ſaid *Arthur Aſtry* now dwels, and where the ſaid Trade is now carried on, with their reſpective Appurtenances, which Premiſſes he the ſaid *Arthur Aſtry* holds at and under the yearly Rent of 150 *l.* or thereabouts. Now this Indenture further witneſſeth, and the ſaid *Arthur Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators covenant, promiſe and agree, to and with the ſaid *Barnaby Bing* and *Charles Cary*, their Executors and Adminiſtrators, that in caſe he the ſaid *Arthur Aſtry* ſhall happen to die before the Expiration of this preſent Copartnerſhip, (living the ſaid *Barnaby Bing* and *Charles Cary*, or either of them) then and in ſuch Caſe the Executors or Adminiſtrators of him the ſaid *Arthur Aſtry* ſhall and will within the Space of three Months next after ſuch his Deceaſe, upon the Requeſt, and at the Coſt and Charges of the ſaid *Barnaby Bing* and *Charles Cary*, or the Survivor of them, his Executors or Adminiſtrators, legally and effectually aſſign and transfer unto them the ſaid *Barnaby Bing* and *Charles Cary*, their Executors and Adminiſtrators, all the then Eſtate, Term and Terms, Right, Title and Intereſt of him the ſaid *Arthur Aſtry*, his Executors or Adminiſtrators, of and in the ſaid Meſſuage or Dwelling-Houſe, Shop, Warehouſe and Premiſſes laſt mentioned, with their Appurtenances, (ſubject nevertheleſs to the Rent and Covenants from thenceforth to be paid, done and performed, by or on the Parts and Behalfs of the Tenants or Leſſees of the ſame Premiſſes, by virtue of the Leaſe or Leaſes, under which

and for Indemnity againſt the Partnerſhip-Debts, &c.

and then the Executors, &c. of the Deceaſed to Aſſign and Releaſe to the ſurviving Partners the Share of Stock and Debts.

Bad Debts to be divided in caſe of Death of Partner,

and mutual Powers to ſue, to be given.

If the Partner who is Tenant of the Houſe die,

his Repreſentatives to aſſign to the Survivors,

which the ſame now are or ſhall be then held). And laſtly, It is hereby covenanted, granted, and agreed by and between all the ſaid Parties to theſe Preſents, and each of them, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and agree, to and with the others and other of them, his and their Executors and Adminiſtrators, that if at any Time during this Copartnerſhip, or at or after the End thereof, any Variance, Controverſy, Diſpute, Doubt or Queſtion ſhall ariſe, grow or be moved between the ſaid Parties, or the Survivors of them, their or any of their Executors or Adminiſtrators, for, touching or about the ſaid Joint Trade or Copartnerſhip, or any Covenant, Agreement, Clauſe, Matter or Thing herein contained, or the Conſtruction thereof, then every ſuch Variance, Controverſy, Diſpute, Doubt or Queſtion, ſhall be referred to and reſolved, diſcuſſed and determined by three indifferent Perſons to be elected by and between the ſaid Parties, or the Survivors of them, or their reſpective Executors or Adminiſtrators, within ten Days next after any ſuch Variance, Controverſy, Diſpute, Doubt or Queſtion ſhall ariſe or be moved. And in caſe ſuch three Perſons cannot agree to determine the Matter to them to be referred within twenty Days next after ſuch Reference, then the ſame ſhall be referred to and reſolved, diſcuſſed and determined by ſuch one indifferent Perſon, as the ſaid three firſt Referees, or the major Part of them, ſhall for that Purpoſe from Time to Time nominate and appoint Umpire in the Premiſſes, who ſhall determine the ſame within twenty Days next after he ſhall be appointed Umpire: And whatever Order, End or Determination the ſaid three Perſons, Referees, or their ſaid Umpire ſo to be elected and nominated as aforeſaid, ſhall within the reſpective Times in that Behalf aforementioned make between the ſaid Partners, or the Survivors of them, their Executors or Adminiſtrators, touching or concerning the Premiſſes, or any Part thereof, each and every of them the ſaid Partners do hereby ſeverally and reſpectively for themſelves, their Executors and Adminiſtrators, covenant, promiſe and agree, to and with the other and others of them, his and their Executors and Adminiſtrators, to ſtand to, perform and keep the ſame, without any further Suit or Trouble whatſoever. In witneſs, *&c.*

Differences to be ſubmitted to three Arbitrators,

who (if they can't agree) may chuſe an Umpire.

The Award to be final.

Articles of Copartnerſhip between two in the Trade of a Hoſier, one Party to bring in three Fourths Stock, the other one Fourth; and to divide in proportion. Indulgence as to one Party's Attendance, &c. *and Proviſion for continuing the Trade in caſe of his Death; and to allow the other for Trouble,* &c. N° 8.

THIS Indenture, made the ſecond Day of *March Anno Domini* 1728, and in the ſecond Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God of *Great Britain, &c.* between *Adam Allen* Citizen and Woollen-Draper of *London*, of the one Part, and *Bryan Bigg* alſo Citizen and Hoſier of *London*, of the other Part, witneſſeth, That the ſaid *Adam Allen* and *Bryan Bigg*, for the good Opinion which they have of each other, and for the Bettering and Improving of their Eſtates, by God's Bleſſing and their honeſt Endeavours, and for other good Cauſes and Conſiderations them thereunto moving, have concluded and agreed, and by theſe Preſents do mutually promiſe and agree to and with each other, to be and continue Copartners and Joint-Traders in the Trade, Art and Myſtery of a Hoſier, and in the Buying, Selling, Bartering and Tranſporting by Way of Merchandize or otherwiſe, all Sorts of Hoſe, Stockings, and ſuch other Goods, Wares, Merchandizes and Things as both the ſaid Parties to theſe Preſents ſhall jointly conſent and agree to trade or deal in for the Term or Space of ſeven Years, to commence and be accounted from the twenty-eighth Day of *February* laſt paſt before the Date hereof, fully to be compleat and ended (if both the ſaid Parties ſhall ſo long live) ſubject to the Terms, Proviſoes and Agreements herein after mentioned; the ſame Joint-Trade to be managed and carried on in ſuch Part, and ſo much of the Meſſuage, Tenement or Dwelling-Houſe of the ſaid *Adam Allen* ſituate in *Cheapſide, London*, and commonly called or known by the Name or Sign of the *Angel*, as is now uſed and ſet apart for that Purpoſe, or in ſuch other Houſe, Shop or Warehouſe, Place or Places in or about *London*, as

The Agreement for Copartnerſhip,

for a certain Time,

at a certain Place.

the ſaid Parties to theſe Preſents ſhall in that Behalf mutually agree upon. And for the better Managing and Carrying on the ſaid Joint-Trade, the ſaid Parties have agreed with each other to bring into the ſaid Joint-Trade for their Principal or Joint-Stock, in Money and Wares the Sum or Value of 4000*l.* of lawful Money of *Great Britain*, in the Proportions following, (that is to ſay) the ſaid *Adam Allen* the Sum or Value of 3000*l.* being three Fourth-parts thereof, and the ſaid *Bryan Bigg*, the Sum or Value of 1000*l.* being the other Fourth-part thereof, which (amounting together to the ſaid Sum or Value of 4000*l.*) is to be, and ſhall be accounted and taken as and for their capital or principal Stock. And thereupon it is mutually and reciprocally covenanted, granted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, and each of them for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and agree, to and with the other of them, his Executors and Adminiſtrators, in Manner and Form following; (that is to ſay) That the ſaid capital Stock of 4000*l.* and all Gains, Profits and Increaſe which ſhall be made, raiſed or gotten, in or by means of the ſaid Joint-Trade, ſhall from Time to Time during the ſaid Copartnerſhip be continued, uſed and employed in the ſaid Joint-Trade, and no Part thereof be taken out of the ſaid Joint-Stock or Trade, or be by either of the ſaid Parties uſed, converted or imployed in or for any other Uſe, Trade, Intent or Purpoſe whatſoever (except ſuch Allowances and Deductions as are herein after mentioned). And that neither of the ſaid Parties during this Copartnerſhip ſhall with his own Monies (not belonging to the ſaid Joint-Stock, or upon Credit given him by any Perſon or Perſons whatſoever) Trade, Traffick, Negotiate, Barter or Deal in any Matter or Thing in the Way or Trade of a Hoſier, or in any of the Wares, Merchandizes or Commodities in which the ſaid Parties ſhall mutually conſent and agree, or think fit to trade or deal in, ſave only upon the Account, and for the Advantage and Benefit of the ſaid Joint-Stock and Trade. And that the ſaid Joint-Stock and Trade, and all Buyings, Sellings, Receipts, Payments, Debts, Bills of Parcels, Specialties and Aſſurances which during the ſaid Copartnerſhip ſhall be had, made or taken in or touching the ſaid Joint-Trade, ſhall be from Time to Time managed, driven, entered, made and taken in the Joint-Names of the ſaid Parties, to and for the Uſe, Benefit and Advantage of each of them, in Manner, and in the Proportions following; (that is to ſay) Three Fourth-parts thereof to and for the Uſe, Benefit and Advantage of the ſaid *Adam Allen*, and the remaining or other Fourth-part thereof to and for the Uſe, Benefit and Advantage of the ſaid *Bryan Bigg*. And that each of the ſaid Parties, his Executors and Adminiſtrators, ſhall at all Times during the Continuance of this Copartnerſhip, and at the Ceaſing, Diſſolving, or other Determination thereof, have and enjoy a ſeveral Share, Right, Title and Intereſt of, in and to the ſaid Joint-Stock, and of, in and to all Gains, Profits, Increaſe, Proceed and Benefit whatever which ſhall ariſe, accrue, or be made or gotten by means of the ſaid Joint-Stock and Trade, and of all Monies, Goods, Wares, Merchandizes, Commodities, Debts, and other Eſtate which from Time to Time ſhall be in or belonging to the ſaid Joint-Trade and Copartnerſhip between them, according to the Proportions of their ſaid Stock as aforeſaid; (that is to ſay) The ſaid *Adam Allen*, his Executors and Adminiſtrators, ſhall have and enjoy to and for his and their own Uſe and Benefit a ſeveral Share, Right, Title and Intereſt of, and in three Fourth-parts thereof; and the ſaid *Bryan Bigg*, his Executors and Adminiſtrators, ſhall have and enjoy to and for his and their own Uſe and Benefit a ſeveral Share, Right, Title and Intereſt of, in and to the Remaining or other Fourth-part thereof. And that each of the ſaid Parties, his Executors and Adminiſtrators, ſhall and may upon or after the Diſſolution or Determination of this Copartnerſhip by Death or otherwiſe, receive and take his and their ſaid Part, Share or Proportion, of all and ſingular the Premiſſes, to his and their own proper Uſe, in ſuch Manner as is herein after expreſſed, without any Claim, Benefit or Advantage to be had, made or taken by Survivorſhip by either of the ſaid Parties ſurviving the other, any Thing contained in theſe Preſents, or any Law, Cuſtom or Uſage to the contrary notwithſtanding. And that all Debts and Duties which are or ſhall be owing by the ſaid Parties by reaſon of their ſaid Joint-Trading, and all Loſſes and Damages which ſhall come or happen to the ſaid Joint-Stock, or the Proceed or Gains thereof, or in or by the ſaid Joint-Trading, by bad Debtors, Loſs, Damage or De-

What Stock to be brought in, and in what Proportion.

The Stock and Profits to be uſed in the Joint-Trade.

(with Exception). Neither Party to uſe the Trade ſeparately.

The Trade, *&c.* to be carried on in the Names of both, for the Benefit of each in proportion to their Stock.

Each to enjoy a ſeveral Share of Stock and Profits in proportion.

At the End of Partnerſhip each to take his Proportion, without Benefit of Survivorſhip.

Debts, Loſſes, and Expences to be borne by the Joint-Stock.

cay of Goods, Suits in Law, or any other Caſualties and Accidents whatſoever, and all Servants Wages, Charges of Books and Letters, Treating of Cuſtomers, and all other neceſſary Charges and Expences which ſhall be occaſioned, or laid out in or about the ſaid Joint-Trade and Dealings, ſhall from Time to Time, and at all Times hereafter during the Continuance of this Copartnerſhip be allowed, reckoned, ſuſtained and borne by and out of the whole Joint-Stock, and the Gains and Increaſe thereof as aforeſaid, ſo as the ſaid Parties ſhall each of them bear and pay their reſpective Shares thereof, according to their ſaid ſeveral Intereſts and Proportions in the ſaid Joint-Stock.

The Shop-Rent, &c. aſcertained, how to be paid.

And it is hereby further agreed by and between the ſaid Parties to theſe Preſents, that the Shop or Warehouſe (Part of the ſaid Dwelling-Houſe of the ſaid *Adam Allen*) ſhall during the ſaid Copartnerſhip, or ſo long as the ſaid Joint-Trade ſhall be carried on therein, be valued and reckoned at the yearly Rent of 50*l.* which yearly Rent ſhall be paid and borne by the ſaid Parties, by and out of their ſaid Joint-Stock, according to their ſaid ſeveral Proportions therein.

Agreement as to other Rooms uſed in the Trade.

And it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, that the Back-Houſe (behind the ſaid Shop) and the Rooms thereto belonging, and Cellar under the ſame lately added and laid to the ſaid Shop and Warehouſe, for the greater Convenience of the ſaid Parties in carrying on their ſaid Joint-Trade, ſhall during this Copartnerſhip, or ſo long as the ſame Back-Houſe and Rooms ſhall be uſed for carrying on the ſaid Trade therein, be valued and reckoned at the yearly Rent of 20*l.* which yearly Rent ſhall be paid unto the ſaid *Adam Allen*, his Executors and Adminiſtrators, by and out of the ſaid Joint-Stock, in proportion to the ſeveral Intereſts of the ſaid Parties therein.

Taxes and Repairs how to be paid.

And that all Taxes, Rates, and Pariſh Duties, to be paid for the ſaid Meſſuage or Dwelling-Houſe, Shop, Warehouſe, Back-Houſe, Rooms and Premiſſes (except Window-Lights and Water for the Fore-Houſe) and alſo all the needful and neceſſary Charges for Supporting, Upholding, Repairing or Improving the ſaid Meſſuage or Dwelling-Houſe, Shop, Warehouſe, Back-Houſe, Cellar, Rooms and Premiſſes, and other Neceſſaries under the Shop, and the Sky-Light over the ſame Shop, ſhall (in conſideration of the Uſe which the ſaid Parties are to have of the ſame Shop, Warehouſe, Back-Houſe and Cellar, and of the Counters, Preſſes, Shelves, Deſks and other Conveniencies therein for Carrying on their Joint-Trade, or otherwiſe) be paid and borne by the ſaid Parties by and out of their ſaid Joint-Stock according to their ſaid ſeveral Proportions therein.

Counters, &c. to continue the Property of the preſent Owner.

And that all ſuch Counters, Preſſes, Shelves, Deſks, and other Conveniencies in or about the ſaid Shop, Warehouſe, Back-Houſe and Cellar, or uſed in Carrying on the ſaid Joint-Trade, and which have been purchaſed, furniſhed or provided by the ſaid *Adam Allen* ſhall at the End, Diſſolution or other Determination of this preſent Copartnerſhip by Death or otherwiſe, be and remain to the ſaid *Adam Allen*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit, and as his and their own proper ſeparate Goods and Chattels, not included in the ſaid Capital or Joint-Stock, nor to be eſteemed as any Part thereof.

Each Partner to imploy himſelf in the Trade.

And each of them the ſaid Copartners for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant and agree to and with the other of them, his Executors and Adminiſtrators, that he ſhall and will at all fitting and ſeaſonable Times during the ſaid Copartnerſhip diligently and faithfully apply and imploy himſelf, in and about the Affairs and Buſineſs of the ſaid Joint-Trade, and in the Management of the ſame, for the beſt Advantage of both the ſaid Parties, and of the ſaid Joint-Stock,

Indulgence to one of them.

(ſave only that the ſaid *Adam Allen*, in regard of his Kindneſs in taking and admitting the ſaid *Bryan Bigg* into this Copartnerſhip, ſhall not be obliged to ſo ſtrict an Attendance as the ſaid *Bryan Bigg* upon the Affairs and Buſineſs of the ſaid Joint-Trade, but ſhall have a greater Liberty and Licence of a reaſonable Abſence therefrom when he thinks fit for his Eaſe and Convenience).

They ſhall be juſt to each other.

And alſo that they the ſaid Parties ſhall and will be true and juſt to each other in all his and their Bargains and Sales, Receipts, Payments and Accounts, Reckonings, Dealings and Doings in and about the Premiſſes; and thereof (upon Requeſt) ſhall and will from Time to Time, make and give a true Account each of them to the other of them.

Books to be kept, and Entries made.

And further it is covenanted and agreed by and between the ſaid Parties to theſe Preſents, that for the better continuing of true and plain Dealing between them concerning this preſent Copartnerſhip, they the ſaid Parties ſhall and will provide and keep, or cauſe to be kept,

ſuch

ſuch and ſo many Books as ſhall be neceſſary, wherein they ſhall fairly write or cauſe to be written the juſt and true Particulars of all Monies received and paid, and of all Goods, Wares and Commodities that ſhall be bought and ſold, received in or delivered out, and the Rates and Prices at which the ſame were bought and ſold, received and delivered, and of all Debts which ſhall be contracted, and of all other Matters or Things any way conducing to the Manifeſting the Eſtate of the ſaid Joint-Trade. And that the ſame Books, together with all Bills, Bonds, Specialties, Letters, and other Writings touching or concerning the ſaid Joint-Trade, ſhall always remain extant and be kept in ſome convenient Part of the ſaid Shop or Warehouſe, or other Houſe or Place where the ſaid Joint-Trade is or ſhall be carried on or uſed, where each of the ſaid Copartners may during this Copartnerſhip, and at all ſeaſonable Times afterwards, have free Acceſs to them, and may read, peruſe and copy out the ſame, or any of them, at his or their Free-will and Pleaſure, without the Let or Hindrance of the other of them, his Executors or Adminiſtrators. And that neither of the ſaid Parties, without the Conſent of the other of them firſt had in that Behalf, ſhall ſell, lend or deliver, by way of Credit or Truſt, any Money, Goods, Wares or Commodities belonging to the ſaid Joint-Trade, to any Perſon or Perſons whatſoever, whom the other of the ſaid Parties ſhall forewarn or forbid to be credited or truſted. And that neither of the ſaid Parties ſhall, without the Conſent of the other of them, releaſe, diſcharge or compound any Debt or Duty which now is or during this Copartnerſhip ſhall be due or owing to the ſaid Parties upon account of their ſaid Joint-Trade, ſave only for ſo much as ſhall *bona fide* be received and brought into the Stock or Caſh of the ſaid Copartnerſhip. And that each of the ſaid Parties ſhall *bona fide* anſwer, pay, or otherwiſe make good unto the Stock or Caſh of the ſaid Copartnerſhip, all ſuch Money or Goods belonging to the ſame, as he or any others by his Order or Direction ſhall diſcharge or give any Receipt for. And that neither of the ſaid Parties, his Executors or Adminiſtrators, ſhall during this Copartnerſhip, without the Conſent of the other of them, his Executors or Adminiſtrators, firſt thereunto had and obtained in Writing under his or their Hands, enter into any Bond, or Judgment or Statute, or otherwiſe become bound or charged as Bail or Surety for any Perſon or Perſons whomſoever, or do or wilfully ſuffer to be done, any Act, Matter or Thing whatſoever, whereby, or by means whereof the ſaid Joint-Stock or Trade, or any Monies, Goods, Wares, Debts, Gains or Increaſe, which ſhall be in or belonging to the ſame, ſhall or may be hindered, prejudiced, attached, ſeized, extended or taken in Execution. And that neither of the ſaid Parties ſhall permit or ſuffer the ſaid Joint-Stock or Trade, or any of the Monies, Wares or Debts which ſhall be in or due, or belonging to the ſame, to be in any ways charged or incumbered with or for any private or particular Debt or Duty which ſhall not concern this Copartnerſhip; but that every ſuch private or particular Debt or Duty ſhall from Time to Time be paid and diſcharged by him whoſe Debt or Duty the ſame ſhall be, by and out of his own particular Eſtate not included in this Copartnerſhip. And that neither of the ſaid Parties ſhall (without the Conſent of the other or others of them as aforeſaid, take any Perſon or Perſons as his Servant or Apprentice, to be imployed in the ſaid Joint-Trade, at any Time during this Copartnerſhip, ſave only, that the ſaid *Adam Allen* (if he be ſo minded and inclinable) ſhall and may at any Time during this Copartnerſhip, take one or more Apprentice or Apprentices (beſides the Apprentices which he now hath) and that the Sum or Sums of Money, or other Premium to be given or taken with ſuch Apprentice or Apprentices ſhall be paid to and received by the ſaid *Adam Allen*, his Executors or Adminiſtrators, as and for his and their own proper Monies and Eſtate, ſeparate and excluſive of this Copartnerſhip, and not to be deemed as any Part of the Gains, Profits or Increaſe of the ſaid Joint-Stock and Trade, nor be brought into the ſame; but then alſo, and in ſuch Caſe, ſuch Apprentice or Apprentices ſo to be taken by the ſaid *Adam Allen* as aforeſaid, ſhall be kept and maintained in Diet, Waſhing, Lodging, and other Neceſſaries ſuitable for ſuch Apprentice or Apprentices by the ſaid *Adam Allen*, his Executors or Adminiſtrators, at his or their own proper and private ſeparate Coſts and Charges, excluſive of this Copartnerſhip, and wherewith the ſaid Joint-Stock and Trade ſhall in no ſort be charged or burthened. And in caſe any Servant or Apprentice which either of the

The Books, Bills, &c. to lie open,

either Party may take Copies.

To whom not to give Credit.

Neither Party to compound without Conſent.

Each to anſwer for what he diſcharges.

Neither to enter into Securities for other Perſons, without Conſent.

Each to indemnify the Stock, &c. againſt his private Debts.

Not to take Servants in the Trade with-out Conſent (except to one Particular),

ſaid

ſaid Parties ſhall have or keep, ſhall at any Time during this Copartnerſhip imbezil, purloin, wilfully waſte or miſpend any of the Monies, Wares, Goods, Debts, or other Effects which ſhall be in or belonging to the ſaid Joint-Trade, then and ſo often, the Maſter of every ſuch Apprentice or Servant ſhall anſwer and make good in ready Money unto the ſaid Joint-Stock and Trade within ſix Kalendar Months next after every ſuch Fact done, the full Value of all ſuch Monies, Wares, Goods, Debts, and other Effects as ſhall be ſo imbeziled, purloined, waſted or miſpent, (if the Friends or Sureties of or for ſuch Servant or Apprentice ſhall not in the mean Time pay and ſatisfy the ſame unto the ſaid Joint-Trade, and unleſs ſuch Servant or Apprentice be taken and imployed by the ſaid Parties at their Joint-Charge out of their ſaid Joint-Stock and Trade in proportion to their ſeveral Intereſts therein as aforeſaid). And it is further agreed by and between the ſaid Parties to theſe Preſents, that each of them ſhall Weekly and every Week during this Copartnerſhip, have and take out of the Monies of the ſaid Joint-Stock, towards the Defraying of their reſpective Charges and Expences, the ſeveral Sums following; *(viz.)* during the firſt Year of this Copartnerſhip the ſaid *Adam Allen* the Weekly Sum of 5*l.* and the ſaid *Bryan Bigg* the Weekly Sum of 1*l.* 13*s.* and from and after the End of the firſt Year of this Copartnerſhip, (during all the then Continuance thereof) the ſaid *Adam Allen* the Weekly Sum of 6*l.* 12*s.* and the ſaid *Bryan Bigg* the Weekly Sum of 2*l.* 4*s.* And that the ſaid Parties ſhall and will yearly during this Copartnerſhip, between the twenty-eighth Day of *February* and the twenty-fifth Day of *April* in every Year (unleſs prevented by Sickneſs or other inevitable Accident) account together, and make, caſt up, and fully finiſh between them a true, plain, perfect and particular Account and Reckoning in Writing of, for and touching all Monies, Goods, Wares, Debts and other Eſtate then being in, or belonging, or owing unto the ſaid Joint-Trade or Copartnerſhip, and of all Debts and Duties then due and owing by and upon account of the ſame, and upon finiſhing every ſuch Account, the ſaid Parties ſhall write and enter, or cauſe to be written and entered the true Particulars of every ſuch Account, and the Reſt or Balance thereof in two ſeveral Books, and ſhall ſubſcribe both their Names in the ſame Book, at the Foot of every ſuch yearly Account (entered therein) in the Preſence of two Witneſſes, who ſhall ſubſcribe their Names as Witneſſes unto ſuch Subſcription of the ſaid Parties in each of the ſame Books; and after the Names ſubſcribed each of the ſaid Parties ſhall have and take one of the ſaid Books into his own Cuſtody and to his own Uſe. And alſo that at or after the Finiſhing and Adjuſting every ſuch yearly Account, the ſaid Parties ſhall then make ſuch Deductions and Dividends out of the Increaſe and Gains of the ſaid Joint-Stock as ſhall be then mutually agreed on between them; which Monies ſo to be deducted ſhall be divided between them in proportion to their ſeveral Shares and Intereſts in the ſaid capital Stock. And moreover, it is mutually covenanted, granted, concluded and agreed by and between the ſaid Parties to theſe Preſents, and each of them for himſelf his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the other of them, his Executors and Adminiſtrators, that at the End or other Determination of the ſaid Copartnerſhip, the ſaid Parties (if they be both then living) ſhall within one Month then next following meet and account together, and make, caſt up, ſtate and adjuſt between them a true, plain, perfect and final Account and Reckoning in Writing, of and concerning the ſaid Joint-Trade and Copartnerſhip, and all Monies, Debts, Goods, Wares, Merchandizes, Gains, Profits and Advantages which ſhall be then in, or due, owing, belonging or appertaining to the ſaid Joint-Stock or Trade, or to them the ſaid Parties, for or by reaſon or on account thereof; and alſo of, for and concerning all Debts, Sums of Money, Charges, Loſſes and Expences, which by reaſon or means of the ſaid Joint-Trade ſhall be by them the ſaid Parties due or owing to any Perſon or Perſons, or which they the ſaid Parties ſhall have ſuſtained for or by reaſon or on account thereof, ſo and in ſuch Sort as that it ſhall and may thereby appear what the true Eſtate of the ſaid Joint-Trade ſhall then be, and what Parts and Proportions, and how much of the ſame ſhall be then ſeverally due, belonging or appertaining unto each of the ſaid Parties, according to their ſeveral Intereſts and Proportions in the ſaid capital Stock, according to the true Intent and Meaning of theſe Preſents. And immediately thereupon, or afterwards as ſoon as conveniently

and each to anſwer for the Imbezilments of his Servants

on Default of the Sureties.

Weekly Allowances for Expences.

Accounts to be made up Yearly,

and entered in two Books,

ſubſcribed by the Partners.

Dividends may then be made by Conſent.

At the End of Partnerſhip Account to be made of Stock, Debts, &c.

and Order taken to pay Debts due from the Partners.

may be, true Payment and Satisfaction ſhall be made, or good Order taken for the true and ſpeedy Payment and Satisfaction of all ſuch Debts and Sums of Money as at the Time of the Expiration of the ſaid Copartnerſhip ſhall be by them the ſaid Parties due or owing to any Perſon or Perſons for or on account of the ſaid Joint-Trade. And then alſo true Payment, Diviſion and Delivery ſhall be made by and between the ſaid Parties, in proportion to their ſeveral Shares, Parts and Intereſts in the ſaid Copartnerſhip and Joint-Trade (at their then Houſe, Shop or Place of Trade) of all and every ſuch Monies, Debts, Goods, Wares, Merchandizes, and other Things which ſhall be then in, or due, belonging or appertaining to the ſaid Joint-Stock or Trade, or to the ſaid Parties on account thereof (over and above what ſhall be then owing by or on account of the ſaid Joint-Trade as aforeſaid). And thereupon alſo each of the ſaid Parties, his Executors or Adminiſtrators ſhall make and give unto the other of them, his Executors and Adminiſtrators, ſuch Aſſignment of their reſpective Parts and Shares of the Debts which ſhall be then due to the ſaid Copartnerſhip or Joint-Trade, together with full Power and Authority to ſue for and recover ſuch Debts as the Party who is to have the ſame Debts, ſhall upon ſuch Diviſion as aforeſaid reaſonably require. And after ſuch Diviſion, Partition and Aſſignment ſhall be made, neither of the ſaid Parties, his Executors or Adminiſtrators, ſhall or will receive, releaſe, compound for, or diſcharge any Debt or Debts which ſhall be allotted unto the other of them, his Executors or Adminiſtrators, without his Conſent to whom the ſame ſhall be ſo allotted. Provided always, and it is hereby covenanted, granted, concluded and agreed by and between the ſaid Parties to theſe Preſents, that in caſe the ſaid *Bryan Bigg* ſhall depart this Life before the Expiration of the ſaid Term of ſeven Years, and the ſaid *Adam Allen* ſhall him ſurvive, then and in ſuch caſe the ſaid *Adam Allen*, his Executors and Adminiſtrators, ſhall and will accept and take all the whole Goods, Wares, Merchandizes, and Debts whatſoever, which at or immediately before ſuch the Deceaſe of the ſaid *Bryan Bigg* ſhall in any wiſe be appertaining unto them the ſaid Parties as Copartners, or by reaſon or on account of the ſaid Joint-Trade (except as to the bad Debts herein after mentioned). And alſo in conſideration thereof, and for a full Recompence and Satisfaction to be had and made to the Executors or Adminiſtrators of the ſaid *Bryan Bigg*, in ſuch Caſe of and for his full Part, Share and Proportion of and in the ſaid Joint-Stock, the ſaid *Adam Allen*, his Executors or Adminiſtrators, ſhall and will truly ſatisfy and pay, or cauſe to be ſatisfied and paid, at or in the ſaid Dwelling-Houſe of the ſaid *Adam Allen*, or other Houſe, Shop, or Place where the ſaid Joint Trade ſhall be then carried on, unto the Executors, Adminiſtrators or Aſſigns of the ſaid *Bryan Bigg*, ſo much good and lawful Money of *Great Britain*, as the full Value of the Part and Share, of or belonging to the ſaid *Bryan Bigg*, of and in the ſaid Joint-Stock and Trade, did or ſhall appear to be, or amount unto, by and according to the yearly Account then laſt before made and ſubſcribed with their Names as aforeſaid, (in caſe any ſuch Account ſhall have been thentofore made, except as to the bad Debts herein after mentioned); but in caſe no ſuch Account ſhall have been thentofore made, then ſo much like lawful Money as the full Value of the Part and Share of the capital Stock brought into Copartnerſhip by the ſaid *Bryan Bigg* as aforeſaid, is or ſhall amount unto, together with Intereſt for the ſame, after the Rate of 5*l. per Cent. per Annum*, to be accounted from the Time of the ſaid *Bryan Bigg* ſo dying as aforeſaid, until Payment thereof, the ſame to be paid in Manner following; (that is to ſay) one third Part thereof at the End of ſix Kalendar Months next after ſuch the Deceaſe of the ſaid *Bryan Bigg*, one other third Part thereof at the End of twelve Kalendar Months next after ſuch the Deceaſe of the ſaid *Bryan Bigg*, and the remaining third Part thereof at the End of eighteen Kalendar Months next after ſuch the Deceaſe of the ſaid *Bryan Bigg*. And for the better ſecuring the Payment thereof the ſaid *Adam Allen* ſhall within one Month next after ſuch the Deceaſe of the ſaid *Bryan Bigg* enter into, and become bound unto the Executors or Adminiſtrators of the ſaid *Bryan Bigg*, in one or more Bond or Bonds of double Penalty, (with one or more ſuch Surety or Sureties as ſhall be to the good Liking of the Executors or Adminiſtrators of the ſaid *Bryan Bigg*) conditioned for the Payment to the ſame Executors or Adminiſtrators, of ſuch Money and Intereſt, at ſuch Times and Place, and in Manner and Form aforeſaid;

And Payment and Diviſion to be made of the Joint-Stock, &c.

and Aſſignments to be mutually made, with Powers to recover Debts ſtanding out,

which are not after to be compounded by other Partner.

If *B. B.* dies within the Term, *A. A.* is to take the whole Stock,

and pay or give Security to the Repreſentatives of *B. B.* according to the Value in laſt yearly Account; if none ſuch, then according to the Share of the Capital, with Intereſt.

And bond to indemnify them againſt Partnerſhip Debts.

aforeſaid; and ſhall alſo thereupon enter into and become bound to the Executors or Adminiſtrators of the ſaid *Bryan Bigg* in one or more Bond or Bonds of ſufficient Penalty for ſaving harmleſs and keeping indemnified the Heirs, Executors and Adminiſtrators of the ſaid *Bryan Bigg*, and his and their Lands and Tenements, Goods and Chattels, of and from all Debts and Duties which at the Time of ſuch his Deceaſe were jointly owing them by the ſaid Parties to any Perſon or Perſons, for any Matter or Thing touching, or on account of the ſaid Joint-Stock or Trade, and of and from all Actions, Suits, Coſts, Charges, Damages and Expences, for or about the ſame Debts and Duties, and every or any of them, which Debts and Duties the ſaid *Adam Allen* in that Caſe doth agree to pay and ſatisfy in due and convenient Time. And that the Executors or Adminiſtrators of the ſaid *Bryan Bigg*, upon the Sealing and Executing of ſuch Bonds as aforeſaid ſhall and will by Deed or Writing ſufficient in the Law duly executed, aſſign and releaſe unto the ſaid *Adam Allen*, his Executors and Adminiſtrators, all the Part, Purparty, Share, Right, Title, Intereſt, Benefit, Claim and Demand whatſoever of them the ſaid Executors and Adminiſtrators of the ſaid *Bryan Bigg*, of, in, and to all and every the Monies, Goods, Wares, Debts, Stock, Gains and other Eſtate whatſoever, which at the Time of his Deceaſe were in Joint-Trade or Copartnerſhip between them the ſaid Parties, or jointly owing or belonging unto them upon the Account of the ſaid Joint-Trade (except as to all ſuch bad and deſperate Debts due and owing to or on account of the ſaid Joint-Stock or Trade as ſhall not have been reckoned as a good Eſtate, and caſt up and included in ſuch yearly Accounts to be made and ſtated as aforeſaid). And it is hereby agreed between the ſaid Parties, that ſuch bad and deſperate Debts ſhall in this Caſe, with all convenient Speed be divided and diſtributed between the ſaid *Adam Allen*, and the Executors and Adminiſtrators of the ſaid *Bryan Bigg*, according to the before mentioned reſpective Shares and Proportions of the ſaid Parties in the ſaid capital Stock; and thereupon the ſaid *Adam Allen*, and the Executors and Adminiſtrators of the ſaid *Bryan Bigg* ſhall give unto each other their full Power and Authority to get in and recover his and their reſpective Parts and Shares of ſuch bad and deſperate Debts. Provided alſo, and it is hereby farther covenanted, granted, concluded and agreed by and between the ſaid Parties to theſe Preſents, that in caſe the ſaid *Adam Allen* ſhall depart this Life before the Expiration of the ſaid Term of ſeven Years, and the ſaid *Bryan Bigg* ſhall him ſurvive, then and in ſuch Caſe he the ſaid *Bryan Bigg* ſhall and will during the then Reſidue of the ſame Term (if he ſo long live) carry on the ſaid Joint-Trade in the ſaid Dwelling-Houſe of the ſaid *Adam Allen*, or other their then Houſe, Shop, or Place of Trade, jointly and in Copartnerſhip with the Executors or Adminiſtrators of the ſaid *Adam Allen*, or ſuch other Perſon or Perſons as he by his laſt Will and Teſtament in Writing, or any other Writing by him duly executed in the Preſence of two or three credible Witneſſes ſhall nominate and appoint in that Behalf, who ſhall thereupon accordingly from and after ſuch the Deceaſe of the ſaid *Adam Allen* be and become Copartner or Copartners with the ſaid *Bryan Bigg* in the ſaid Joint-Trade, in the Room and Stead of the ſaid *Adam Allen*. And thereupon the ſaid *Bryan Bigg*, and the Executors and Adminiſtrators of the ſaid *Adam Allen*, or ſuch other Perſon or Perſons as he ſhall appoint to be Copartner or Copartners with the ſaid *Bryan Bigg* as aforeſaid, ſhall enter into Articles of Copartnerſhip during the then Reſidue of the ſaid Term of ſeven Years, with the Joint-Stock then remaining in Being in the like Proportions, and under and ſubject to ſuch and the like Deductions and Allowances, and other Terms, Conditions, Covenants and Agreements as are herein mentioned, expreſſed, declared and agreed, by and between the Parties to theſe Preſents (in caſe they were both living) or as near thereto as may be, ſave only, that the Executors or Adminiſtrators of the ſaid *Adam Allen*, or ſuch other Perſon or Perſons as he ſhall appoint to be Copartner or Copartners with the ſaid *Bryan Bigg* as aforeſaid, ſhall not be obliged (otherwiſe than at their own Freewill and Pleaſure) perſonally to attend in the Buſineſs of the ſaid Joint-Trade and carrying on the ſame; and ſave alſo, that he, ſhe or they, ſhall not take any Apprentice or Apprentices without the Conſent of the ſaid *Bryan Bigg*, as the ſaid *Adam Allen* (if living) might do as aforeſaid, and alſo ſubject to ſuch Proviſoes herein after mentioned. And in caſe the ſaid *Bryan Bigg* ſhall (after the Commencement of ſuch

Whereupon they are to aſſign their Share of Stock and Debts (with Powers to ſue) to *A. A.* except bad Debts.

Bad Debts to be divided, and mutual Powers given to ſue.

If *A. A.* dies, within the Term,

B. B. to carry on the Joint-Trade with the Repreſentatives, &c. of *A. A.* to the End of the Term.

And thereupon the new Partners to enter in o new Articles,

with ſome Variation from theſe.

And then if *B. B.* dies, the new Partners to take his Stock, and pay, &c.

Copartnerſhip with the Executors or Adminiſtrators of the ſaid *Adam Allen*, or ſuch other Perſon or Perſons whom he ſhall ſo appoint in that Behalf as aforeſaid) happen to die before the Expiration of the ſaid Term of ſeven Years, then ſuch final Account, Payments, Deductions, Aſſignments, Matters and Things, ſhall be paid, made up, executed and done by and between the Executors or Adminiſtrators of the ſaid *Bryan Bigg* and the Executors or Adminiſtrators of the ſaid *Adam Allen*, or ſuch other Perſon or Perſons ſo to be appointed and become Copartner or Copartners with the ſaid *Bryan Bigg* as aforeſaid, their Executors or Adminiſtrators as are herein before directed and appointed to be made up, paid, executed and done by and between the ſaid Parties to theſe Preſents, at the End of the ſaid Copartnerſhip, (if they ſhould be both then living) ſubject nevertheleſs to the Proviſoes following, *(viz.)* Provided always nevertheleſs, and it is hereby fully covenanted, concluded, declared and agreed by and between the ſaid Parties to theſe Preſents, that in regard of the extraordinary Care and Trouble which the ſaid *Bryan Bigg* will have in the Management of the ſaid Joint-Trade with the Executors or Adminiſtrators of the ſaid *Adam Allen*, or ſuch other Perſon or Perſons as he ſhall appoint in that Behalf in caſe of his Death during this Copartnerſhip as aforeſaid; and for the Encouragement of the ſaid *Bryan Bigg* faithfully to carry on the ſame accordingly, he the ſaid *Bryan Bigg* ſhall from and after ſuch the Deceaſe of the ſaid *Adam Allen* have and receive for his Weekly Allowance out of the ſaid Joint-Stock the Weekly Sum of 3 *l.* in lieu and ſtead of the ſaid Weekly Sum of 2 *l.* 4 *s.* which he would be intitled unto only, in caſe the ſaid *Adam Allen* were living; and then alſo the Perſon or Perſons ſo to become Copartner or Copartners with the ſaid *Bryan Bigg* as aforeſaid, after the Death of the ſaid *Adam Allen* ſhall have and receive out of the ſaid Joint-Stock the Weekly Allowance or Sum of 5 *l.* 13 *s.* 4 *d.* only, in lieu and ſtead of the ſaid Weekly Sum of 6 *l.* 12 *s.* which the ſaid *Adam Allen* if living would be intitled unto; and alſo he the ſaid *Bryan Bigg*, his Executors or Adminiſtrators, ſhall as well upon the making, caſting up, and finiſhing of every Annual or yearly Account, as alſo of the final Account between him, his Executors or Adminiſtrators, and the Executors or Adminiſtrators of the ſaid *Adam Allen*, or ſuch other Perſon or Perſons ſo to be appointed, and become Copartner or Copartners with the ſaid *Bryan Bigg* as aforeſaid, according to the Directions and Agreements abovementioned for that Purpoſe, be intitled unto, have and receive, to and for his and their own proper Uſe and Benefit, one full twelfth Part of all the clear, neat Increaſe, Profits, Gains and Produce, which ſhall ariſe or be made from or by reaſon or means of the ſaid Joint-Stock and Trade (to be reckoned and computed from ſuch the Deceaſe of the ſaid *Adam Allen*) after ſuch Payments, Deductions and Allowances thereout as aforeſaid, over and above his and their fourth Part or Share therein which he or they would receive, have, and be intitled unto only, in caſe the ſaid *Adam Allen* were then living. Provided alſo, that he the ſaid *Bryan Bigg*, (in caſe of ſuch the Deceaſe of the ſaid *Adam Allen* during this Copartnerſhip) ſhall and may at his own Freewill and Pleaſure take one Apprentice to be imployed in the ſaid Joint-Trade; and in caſe of his Death during the ſaid Copartnerſhip to take another Apprentice in the Room and Stead of ſuch Apprentice ſo dying; and ſo from Time to Time to ſupply and take another Apprentice in the Room and Stead of any Apprentice ſo to be taken and dying during the ſaid Copartnerſhip; and that the Sum or Sums of Money, or other Premium to be given or taken with ſuch Apprentice or Apprentices ſhall be paid to and received by the ſaid *Bryan Bigg*, his Executors or Adminiſtrators, as and for his and their own proper Monies and Eſtate ſeparate and excluſive of the Copartnerſhip, and not be deemed as any Part of the Gains, Profits or Increaſe of the ſaid Joint-Stock and Trade, nor be brought into the ſame, but then alſo and in ſuch Caſe ſuch Apprentice or Apprentices ſo to be taken by the ſaid *Bryan Bigg* as aforeſaid, ſhall be kept and maintained in Diet, Lodging, Waſhing and other Neceſſaries ſuitable for ſuch Apprentice or Apprentices by the ſaid *Bryan Bigg*, his Executors or Adminiſtrators, at his and their own proper and private ſeparate Coſts and Charges excluſive of ſuch Copartnerſhip, and wherewith the then Joint-Stock and Trade ſhall in no ſort be charged or burthened. And it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, that the Monies at any Time or Times during the Continuance of this Copartnerſhip to be taken or received

Weekly Allowance to *B. B.* for extraordinary Trouble in caſe of Death of *A. A.*

and Allowance in ſuch Caſe upon the neat Profits.

In ſuch Caſe *B. B.* may take an Apprentice from Time to Time and have the Premium,

and is to maintain.

Weekly Allowances not to be reckoned Debts to the Joint Stock.

received out of the ſaid Joint-Stock in reſpect of ſuch Weekly Allowances as aforeſaid, ſhall not in any of the Caſes aforeſaid be reckoned or accounted as a Debt to the ſaid Joint-Stock or Trade from either of the ſaid Parties, his or their Executors or Adminiſtrators, or ſuch other Perſon or Perſons ſo to be appointed and become Copartner or Copartners with the ſaid *Bryan Bigg* upon ſuch Contigency as aforeſaid, but the ſame ſhall be eſteemed and taken as his and their own proper Monies and Eſtate, any Thing herein contained to the contrary thereof notwithſtanding. And laſtly, It is hereby covenanted, granted, and agreed by and between the ſaid Parties to theſe Preſents, and each of them, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and agree to and with the other of them, his Executors and Adminiſtrators, that if at any Time during this Copartnerſhip, or at or after the End or other ſooner Determination thereof, any Variance, Controverſy, Diſpute, Doubt or Queſtion ſhall ariſe, grow or be moved between the ſaid Parties, or either of them, their or any of their Executors or Adminiſtrators, or ſuch other Perſon or Perſons to be appointed and become Copartner or Copartners with the ſaid *Bryan Bigg* upon the aforeſaid Contingency, or any of them, for, touching or about the ſaid Joint-Trade or Copartnerſhip, or any Covenant, Agreement, Clauſe, Matter or Thing herein contained, or the Conſtruction thereof, then every ſuch Variance, Controverſy, Diſpute, Doubt or Queſtion, ſhall be referred to, reſolved, diſcuſſed and determined by two indifferent Perſons, to be elected by and between the ſaid Parties, or the Survivors of them, or their reſpective Executors or Adminiſtrators, or ſuch other Perſon or Perſons ſo to be appointed and become Copartner or Copartners upon the Contingency aforeſaid (as the Caſe may be) within forty Days next after any ſuch Variance, Controverſy, Diſpute, Doubt or Queſtion ſhall ariſe or be moved. And in caſe ſuch two Perſons cannot agree to determine the Matter to them to be referred within twenty Days next after ſuch Reference, then the ſame ſhall be referred to and reſolved, diſcuſſed and determined by ſuch one indifferent Perſon, as the ſaid two firſt Referrees ſhall for that Purpoſe from Time to Time nominate and appoint Umpire in the Premiſſes, who ſhall determine the ſame within twenty Days next after he ſhall be appointed Umpire: And whatever Order, End or Determination the ſaid two Perſons, Referrees, or their ſaid Umpire ſo to be elected and nominated as aforeſaid, ſhall within the reſpective Times in that Behalf aforementioned make between the ſaid Partners, their Executors or Adminiſtrators reſpectively, touching or concerning the Premiſſes, or any Part thereof, the ſame ſhall be final and concluſive to each and every of the ſaid Partners, their Executors and Adminiſtrators, and each and every of them ſhall ſtand to, abide by, perform and keep the ſame, without any further Suit or Trouble whatſoever. In witneſs, *&c.*

Diſputes to be ſubmitted to Arbitrators,

who may chuſe an Umpire.

The Award to be final.

One Partner in Trade (of three) being dead, the Survivors by this Deed covenant to indemnify his Executors touching the Copartnerſhip, and the Executors aſſign their Share, and give Power to ſue, and covenant for further Aſſurances. N° 9.

THIS Indenture, made the firſt Day of *April Anno Domini* 1709, and in the eighth Year of our Sovereign Lady *Anne*, *&c.* between *Abel Aſton* the Elder, Citizen and Mercer of *London*, and *Benedict Bray* Citizen and Mercer of *London*, of the one Part, and *Clara Aſton*, Widow and Relict of *Dennis Aſton*, late Citizen and Mercer of *London*, deceaſed, and *Edward Aſton* Citizen and Mercer of *London*, two of the Executors of the laſt Will and Teſtament of the ſaid *Dennis Aſton*, of the other Part. Whereas by Indenture tripartite bearing Date the twenty-firſt Day of *January* which was in the Year of our Lord 1707, and made or mentioned to be made between the ſaid *Abel Aſton* of the firſt Part, the ſaid *Dennis Aſton* of the ſecond Part, and the ſaid *Benedict Bray* of the third Part, purporting a Copartnerſhip between the ſaid Parties to the ſame Indenture, in the Trade and Myſtery of a Hoſier, for the Term of five Years from the Day of the Date of the ſaid recited Indenture, if all the ſaid Parties thereto ſhould ſo long live, it is (among other Things therein contained) concluded and agreed by and between the

The Parties.

A Deed of Copartnerſhip recited between the Teſtator, and the now Parties of the firſt Part.

containing an Agreement on the Death of a Partner for the Survivors to pay his Executors for his Share,

ſaid Parties to the ſame Indenture, that if it ſhould happen that any of the ſaid Parties thereto ſhould depart this Life before the Determination of the ſaid Copartnerſhip before the Expiration of the ſaid Term of five Years, that then the Survivors of the ſaid Parties, their Executors and Adminiſtrators, ſhould and would for a full Recompence to the Executors or Adminiſtrators of the Party ſo dying, for his Part, Share and Proportion of and in the Joint-Stock in Copartnerſhip, pay and ſatisfy unto the Executors, Adminiſtrators and Aſſigns of the Party ſo dying ſo much good and lawful Money of *England* as the full Value of the Part and Share of or belonging to the ſaid Party ſo dying of and in the ſaid Joint-Stock and Trade, did or ſhould appear to be or amount unto, by and according to the yearly Account then next before made and ſubſcribed, together with Intereſt for the ſame, after the Rate of 5 *l. per Cent. per Annum*, to be accounted from the Death of the Party ſo dying, till Payment of the ſame, to be paid in equal Third Parts, at three

and to become bound to his Executors for the ſame, and to indemnify them touching the ſame,

ſeveral Times therein for that Purpoſe mentioned, and that the Survivors of the ſaid Parties ſhould within one Month next after the Death of the Copartner ſo dying become bound to the Executors or Adminiſtrators of the Copartner deceaſing, in one or more Bonds or Obligations as well for Payment to the Executors or Adminiſtrators of the Copartner ſo deceaſing, of ſuch Money and Intereſt in Manner aforeſaid, as alſo for the ſaving and keeping harmleſs and indemnifying of the Heirs, Executors and Adminiſtrators of the firſt deceaſing Party, and his and their Lands and Tenements, Goods and Chattels, of and from all the Debts and Duties which at the Time of his Deceaſe ſhould be jointly owing by the ſaid Parties to any Perſon or Perſons, for any Matter or Thing touching the ſaid Trade or Stock, or on account thereof, and of and from all Actions, Suits, Coſts Charges, Expences and Damages, for or concerning the ſame Debts and Duties, and every or any of them; and that the Executors or Adminiſtrators of the ſaid firſt deceaſing Party,

and that the Executors ſhould aſſign, &c. their Part,

upon the Sealing and Receipt of the ſeveral Bonds beforementioned, ſhould and would grant, aſſign and releaſe unto the Parties ſurviving, their Executors and Adminiſtrators, all the Part, Purparty, Right, Title, Intereſt, Share, Benefit, Claim and Demand whatſoever, of the ſaid Executors and Adminiſtrators of the Party ſo dying, of, in and to all and every the Monies, Goods, Wares, Debts, Stock, Gains, and other Eſtate which at the Time of ſuch his Deceaſe ſhould be in Joint-Trade or Copartnerſhip between the ſaid Parties, or jointly owing or belonging to them upon the Account of the ſaid Joint-Trade, as in and by the ſaid recited Indenture, Relation being thereunto had, it doth and may more fully and at large appear. And whereas upon or about the twentieth Day of *March* laſt paſt before the Date hereof, the ſaid *Dennis Aſton*, one of the ſaid Parties to the ſaid recited Indenture of Copartnerſhip, departed this Life, having made his laſt Will and Teſtament in Writing duly executed, and the above named *Abel Aſton*, *Clara Aſton*, and *Edward Aſton*, Executors thereof, who have ſince proved the ſame, and taken upon them the Burthen of the Execution thereof. And whereas the full Value of the Part and Share of or belonging to the ſaid *Dennis Aſton* of and in the ſaid Joint-Stock and Trade, did, upon and according to the laſt yearly Account made and ſubſcribed by the ſaid Parties to the ſaid recited Indenture in the Month of *December* laſt paſt, before the Date hereof, appear to be and amount unto the Sum of 4500 *l.* and no more, after ſuch Deductions as were then made by the ſaid Parties to the ſaid recited Indentures by their mutual Conſent and Agreement. And whereas purſuant to the ſaid recited Agreement the ſaid *Abel Aſton* and *Benedict Bray* are become bound to the ſaid *Clara Aſton* and *Edward Aſton* in three ſeveral Bonds or Obligations bearing even Date with theſe Preſents, in the penal Sum of 3000 *l.* each, with three ſeveral Conditions for the Payment of three ſeveral Sums of 1500 *l.* in all amounting to 4500 *l.* together with Intereſt for the ſame, after the Rate of 5 *l. per Cent. per Annum*, at three ſeveral Days of Payment therein mentioned, according to the Purport, true Intent and Meaning of the ſaid recited Agreement in that Behalf, as by the ſaid recited Obligations and Conditions thereof, may more fully appear. Now this Indenture witneſſeth, that in further Purſuance of the ſaid recited Agreement, they the ſaid *Abel Aſton* and *Benedict Bray* do and each of them doth for themſelves, and each of them, their, and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Clara Aſton* and *Edward Aſton*, their Executors and Adminiſtra-

The Teſtator's Death recited, and Will appointing Executors, who have proved it.

The Value of his Share recited,

and that the ſurviving Partners have given Bond, &c.

The Covenant with the Executors,

tors, that they the ſaid *Abel Aſton* and *Benedict Bray*, their Heirs, Executors and Adminiſtrators, or ſome of them, ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *Clara Aſton* and *Benedict Bray*, and each of them, their and each of their Executors and Adminiſtrators, and the Heirs, Executors and Adminiſtrators of the ſaid *Dennis Aſton*, and their and every of their Lands and Tenements, Goods and Chattels, of, from and againſt all and every the Debts and Duties which at the Time of the Deceaſe of the ſaid *Dennis Aſton* were jointly owing by the ſaid Parties to the ſaid recited Indenture, to any Perſon or Perſons, for any Matter or Thing touching or concerning the ſaid Joint-Trade or Stock, or on account thereof, and of and from all Actions, Suits, Coſts, Charges, Expences and Damages, for or concerning the ſame Debts and Duties, and every or any of them. And for the true and faithful Performance of the ſaid laſt mentioned Covenant and Agreement, they the ſaid *Abel Aſton* and *Benedict Bray* do hereby bind and oblige themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators to the ſaid *Clara Aſton* and *Dennis Aſton*, their Executors and Adminiſtrators, in the penal Sum of 1200*l.* of lawful Money of *Great Britain*. And this Indenture further witndſſeth, That in conſideration of the Premiſſes, and in purſuance of the ſaid recited Agreement, and in conſideration of 10*s.* of lawful Money of *Great Britain* to the ſaid *Clara Aſton* and *Edward Aſton* in hand paid by the ſaid *Abel Aſton* and *Benedict Bray*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Clara Aſton* and *Edward Aſton* have, and each of them hath granted, aſſigned, releaſed, transferred and ſet over, and by theſe Preſents do, and each of them doth grant, aſſign, releaſe, transfer, and ſet over unto the ſaid *Abel Aſton* and *Benedict Bray*, their Executors, Adminiſtrators and Aſſigns, all the Part, Purparty, Right, Title, Intereſt, Share, Benefit, Claim and Demand whatſoever of them the ſaid *Clara Aſton* and *Edward Aſton*, and of either of them, as the Executors of the ſaid *Dennis Aſton*, or otherwiſe howſoever, of, in, to or out of all and every or any the Monies, Goods, Wares, Debts, Stock, Gains, and other the Eſtate whatſoever, which at the Time of the Deceaſe of the ſaid *Dennis Aſton* was or were in Joint-Trade or Copartnerſhip between the ſaid Parties to the ſaid recited Indenture, or jointly owing or belonging unto them upon the Account of the ſaid Joint-Trade, to have, hold, receive, perceive, take and enjoy the ſame, and every of them, and every Part thereof, and all the Benefit thereof, unto the ſaid *Abel Aſton* and *Benedict Bray*, their Executors, Adminiſtrators and Aſſigns, together with full Power, Licence and Authority, to aſk, demand, ſue for, recover and receive the ſame, to and for their own Uſe and Benefit. And the ſaid *Clara Aſton* and *Edward Aſton* do hereby for themſelves, their Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid *Abel Aſton* and *Benedict Bray*, their Executors and Adminiſtrators, that they the ſaid *Clara Aſton* and *Edward Aſton*, their Executors and Adminiſtrators, and every of them, ſhall and will at any Time or Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *Abel Aſton* and *Benedict Bray*, their Executors and Adminiſtrators, make, do and execute, or cauſe to be made, done and executed, any further or other lawful and reaſonable Acts, Deeds and Things, for the further and better granting, aſſigning and releaſing the Premiſſes, and every or any Part thereof, unto the ſaid *Abel Aſton* and *Benedict Bray*, their Executors, Adminiſtrators and Aſſigns, to and for their own Uſe and Benefit, according to the true Intent and Meaning of theſe Preſents. In witneſs, *&c.*

to indemnify them *ut ſupra.*

The Executors aſſign their Share to the ſurviving Partners.

and give Power to ſue for the ſame,

and covenant for further Aſſurances.

Copyholds.

Copyholds.

N° 1. *A Letter of Attorney to ſurrender Copyholds.*

KNOW all Men by theſe Preſents, That I Sir *Adam Allen* of *Bardon* in the County of *Cheſter*, Knight, a Cuſtomary Tenant of the Manor of *Dotten* in the County of *Eſſex*, have made, ordained, conſtituted and ap-

The Appointment pointed, and by theſe Preſents do make, ordain, conſtitute and appoint *Francis Foſter* of *Dotten* aforeſaid in the ſaid County of *Eſſex* and *George Gill* of the ſame Place, Eſqs; my true and lawful Attorney and Attornies, jointly or ſeverally for

to ſurrender. me the ſaid Sir *Adam Allen*, and in my Name and Stead to ſurrender into the Hands of the Lord or Lords of the ſaid Manor of *Dotten*, according to the Cuſtom

The Parcels. of the ſame Manor, all that Yard-Land with the Appurtenances lying and being in *Harne* in the Pariſh of *Dotten*, heretofore the Lands of *James Jell*, Gent. and afterwards of *Kenrick Kemp*, Eſq; held of the ſame Manor, by the yearly Rent of 10*s.* and all that Third Part of two Meſſuages, and of two Half Yard-Lands with their Appurtenances [*Here follow more Parcels.*] And alſo all and ſingular other my Copyhold or Cuſtomary Meſſuages, Lands, Tenements and Hereditaments whatſoever, lying or being within or belonging to, or held of the ſame Manor, with their and every of their Appurtenances, and all my Eſtate and Intereſt

to the Uſe of a Purchaſer. therein, unto, and to the Uſe of *Lucy Lane* of, *&c.* Widow, her Heirs or Aſſigns for ever, according to the Cuſtom of the ſame Manor, and for me the ſaid Sir *Adam Allen*, and in my Name to do and execute all and every Act and Thing, Acts and Things needful and requiſite for the making ſuch Surrender as aforeſaid, and for procuring her the ſaid *Lucy Lane*, her Heirs or Aſſigns, to be admitted to the ſaid Copyhold Premiſſes accordingly, as fully to all Intents and Purpoſes as if I the ſaid Sir *Adam Allen* were perſonally preſent, hereby ratifying and confirming whatſoever my ſaid Attorney or Attornies ſhall lawfully do or cauſe to be done in or about the Premiſſes. In witneſs, *&c.*

The Surrender.

MEmorandum, That on the twenty-fourth Day of *Auguſt* in the ſecond Year of the Reign of our Sovereign Lord *George* the Second, *&c. Annoque Domini* 1728, Sir *Adam Allen* of *Bardon* in the County of *Cheſter*, Knight, one of the Cuſtomary Tenants of the ſaid Manor by *Francis Foſter*, Gent. his Attorney, by virtue of a Letter of Attorney to him made by the ſaid Sir *Adam Allen* for that Purpoſe, bearing Date the fourth Day of *Auguſt* inſtant, did ſurrender into the Hands of the Lord of the ſaid Manor by the Rod, according to the Cuſtom of the ſame Manor, by the proper Hands and Acceptance of *Martin Moyle*, Eſq; Lord of the ſaid Manor, all that, *&c.* to the Uſe of *Lucy Lane* of, *&c.* Widow, her Heirs and Aſſigns for ever according to the Cuſtom of the ſaid Manor.

Adam Allen.

Taken the Day and Year firſt above written by me *Martin Moyle* Lord of the ſaid Manor.

The Admittance of the new Tenant.

The Manor of *Dotten* Com. *Eſſex.* MEmorandum, that after the making the Surrender hereunto annexed, *viz.* on this twenty-ſixth Day of *Auguſt* 1728, *Lucy Lane* in the ſame Surrender named, in her proper Perſon came before me *Martin Moyle*, Eſq; Lord of the ſaid Manor, at the Manſion-Houſe of the ſaid *Lucy Lane*, ſituated near *Dotten* aforeſaid, and

and desired to be admitted Tenant to all and singular the Customary Messuages, Lands, Tenements and Hereditaments mentioned and contained in the same Surrender, with their and every of their Appurtenances, to whom the Lord of the said Manor, by his own proper Hands, in the Presence of *Noah North*, the Lord's Steward for this Turn, did then and there grant Seisin thereof by the Rod, to have and to hold the same Messuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, unto the said *Lucy Lane*, her Heirs and Assigns for ever, of the Lord, at the Will of the Lord, according to the Custom of the said Manor, by Fealty, Suit of Court, and the several yearly Rents and Services therefore due, and of right accustomed. And the said *Lucy Lane* gave to the Lord for Fines for such her Estate, and Entry into the same Premisses respectively, as appears in the Margin; the Fealty was respited. And so (saving to the Lord his Right) the said *Lucy Lane* was admitted Tenant to the said Premisses in Manner and Form aforesaid.

Martin Moyle Lord of the said Manor.

In the Presence of

Her Surrender to the Use of her Will.

MEmorandum, That after the Admission of the said *Lucy Lane* as abovesaid, *viz.* on the said twenty-sixth Day of *August* in the Year of our Lord 1728 abovesaid, the said *Lucy Lane* did surrender into the Hands of the said Lord of the said Manor by the Rod, according to the Custom of the said Manor, by the proper Hands and Acceptance of the said Lord of the said Manor, all and every the Customary Messuages, Lands, Meadows, Pastures, Tenements and Hereditaments to which she was admitted as abovementioned, with their and every of their Appurtenances, and all other her Customary and Copyhold Messuages, Lands, Tenements and Hereditaments, which are Parcel of the said Manor, or are held of the same Manor, by Copy of Court-Roll, to such Uses, Intents and Purposes as the said *Lucy Lane* shall in and by her last Will and Testament in Writing limit, declare or appoint.

Lucy Lane.

Taken the Day and Year above written by me *Martin Moyle* Lord of the said Manor.

A Surrender of Copyhold to secure Part of a Daughter's Portion. N° 2. *This was before her Marriage.*

MEmorandum, That on the tenth Day of *May* in the fifth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King, *&c.* *Annoque Domini* 1732, *Alfred Astry* of *Bidford* in the said County of *Cambridge*, Esq; one of the Customary Tenants of the said Manor, did in his own proper Person surrender into the Hands of the Lord of the said Manor, by the proper Hands and Acceptance of *David Astry*, sen. Esq; Lord of the aforesaid Manor, all [*insert the Parcels*] To the Use of *Ezekiel Ellis* of *Fynd* in the Parish of *Gore* in the said County of *Cambridge*, Esq; his Heirs and Assigns for ever, according to the Custom of the said Manor, subject to the Proviso or Condition herein after contained for making void this Surrender; that is to say, Provided always, and upon Condition nevertheless, that in case the Marriage intended to be shortly had and solemnized between the said *Ezekiel Ellis* and *Helena Astry* Daughter of the said *David Astry* shall not take Effect; or in case the same shall take Effect, then if the Heirs, Executors or Administrators of the said *Alfred Astry* shall and do within three Months next after his Decease well and truly pay, or cause to be paid unto the said *Ezekiel Ellis*, his Executors, Administrators or Assigns, the Sum of 2000*l.* of lawful Money of *Great Britain* (being the Residue of the Sum of 6000*l.* the Marriage Portion of the said *Helena*, and being also the same Sum of 2000*l.* mentioned in a certain Indenture Quadrupartite of Release and Settlement, bearing even

The Surrender by the Tenant, into the Hands of the Lord, upon Condition if the Marriage do not take Effect, or if it take Effect, and a certain Part of a Portion be paid at a certain Time.

Date with theſe Preſents, and made or mentioned to be made between the ſaid *Ezekiel Ellis* of the firſt Part, the ſaid *David Aſtry* and *Helena Aſtry* of the ſecond Part, and the ſaid *Alfred Aſtry* of the third Part, and *John Aſtry*, Eſq; and *David Aſtry*, jun. Eſq; Son and Heir Apparent of the ſaid *David Aſtry*, ſen. Eſq; of the fourth Part, and therein covenanted and agreed to be paid in ſuch Manner, and at ſuch Time as is herein before mentioned) then and in either of the ſame Caſes this preſent Surrender ſhall ceaſe and be void, or otherwiſe ſhall be and remain in full Force and Effect.

The Surrender to be void.

N° 3. *A Deed of Bargain and Sale by a Lord of a Manor to three of his Tenants of certain Copyholds; whereby he enfranchiſes them. Proviſo not to extend to any other Copyholds than thoſe ſpecified.*

THIS Indenture made the tenth Day of *February* in the ſeventh Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland*, King, Defender of the Faith, *&c.* and in the Year of our Lord 1733, between *Adam Aſton* of *Bardon* in the County of *Cheſter*, Eſq; of the one Part, and *David Diggs* of *Enden* in the County of *Flint*, Eſq; *Gregory Gyles* of *Harne* in the County of *Kent*, Eſq; and *Luke Lacy* of the Pariſh of *Murton* in the County of *Norfolk*, Eſq; of the other Part. Whereas the ſaid *Adam Aſton* is lawfully ſeiſed to him and his Heirs in Fee-Simple of the Manor of *Onſen* in the County of *Pembroke*, and the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, are, and ſtand ſeiſed to them and their Heirs according to the Cuſtom of the ſaid Manor, of and in *(inter alia)* the ſeveral Parcels of Land, Ground and Hereditaments herein after granted, bargained and ſold, or mentioned ſo to be (being Copyhold Lands, lying and being within and Parcel of the ſaid Manor) as by the Court-Rolls of the ſaid Manor it does appear. And whereas the ſaid *Adam Aſton*, for the Conſideration herein after expreſſed, hath agreed with the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, that the ſaid ſeveral herein after granted, bargained and ſold, Parcels of Lands, Ground and Hereditaments, ſhall be enfranchiſed, and from henceforth for ever hereafter ſtand and be freed, and diſcharged of and from all and all Manner of Fines, Heriots, Rents, Suits, Services and Cuſtoms whatſoever, and be and continue as Freehold Lands. Now this Indenture witneſſeth, That in Purſuance and Performance of the aforeſaid Agreement, and for the Purpoſe, and to the Intent aforeſaid, and alſo for and in conſideration of the Sum of 300*l.* of lawful Money of *Great Britain* to him the ſaid *Adam Aſton*, at or before the Sealing and Delivery of theſe Preſents in Hand well and truly paid by the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, or ſome or one of them, the Payment and Receipt whereof he the ſaid *Adam Aſton* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *Adam Aſton* hath granted, bargained, ſold and confirmed; and by theſe Preſents doth grant, bargain, ſell and confirm unto the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, their Heirs and Aſſigns, all thoſe ſeveral Parcels of Land and Ground lying and being in the ſaid Pariſh of *Onſen*, and herein after particularly deſcribed, butted and bounded, containing together in the Whole by Eſtimation thirty Acres, be the ſame more or leſs; that is to ſay, all thoſe two ſeveral Parcels of Land or Ground lying and being in an Incloſure commonly called *Quenn Field*, each of which ſaid Parcels of Land or Ground doth contain about one Acre more or leſs; and one of the ſaid Parcels of Land or Ground doth abut upon an Incloſure now or late, or ſometime of *Ruth Roll* Widow, on the North Weſt Part, and upon half an Acre of Land or Ground late of *Sarah Strut* Widow, and *Sarah Strut* Spinſter her Daughter, and *Thomas Treby*, or ſome or one of them, on the South Eaſt Part, and the other of the ſaid two Parcels of Land or Ground doth abut upon an Acre of Freehold Land lately belonging to *Vincent Viner* on the North Weſt Part, and upon an Acre of Land or Ground lately belonging to *Winefrid Wall* Widow, on the South Eaſt Part. [*Here follows a long Deſcription, by deriving the Title of the Tenants.*] And alſo, all that the ſaid Parcel of Land

The Parties.

Recital that the Bargainor is ſeiſed in Fee of a Manor, and that the Bargainees are ſeiſed of Copyholds therein.

And that 'tis agreed to enfranchiſe them.

The Conſideration.

The Grant, Bargain, *&c.*

The Parcels.

or

or Ground lately belonging to the ſaid *Sarah Strut* Widow, *Sarah Strut* Spinſter, and *Thomas Treby*, or ſome or one of them, alſo lying and being in *Quenn Field* aforeſaid, and containing about one Acre more or leſs, and abutting upon the North Weſt Part upon the firſt of the ſaid two firſt herein before mentioned Parcels of Land or Ground, and on the South Eaſt Part upon an Acre of Land now or late, or ſometime belonging to the ſaid *Ruth Roll*, lying in *Quenn Field* aforeſaid. [*Here follow more Parcels.*] Or howſoever otherwiſe the ſaid Lands, Grounds, Hereditaments and Premiſſes, or any of them, are, or have been called, known or diſtinguiſhed, or howſoever otherwiſe the ſame or any of them are abutted or bounded; and alſo all Plantations and Trees of what Kind or Nature ſoever, Hedges, Ditches, Ways, Paſſages, Waters, Water-Courſes, Commons, Profits, Commodities, Emoluments, Liberties, Privileges, Advantages and Hereditaments whatſoever, to the ſaid Lands, Grounds, Hereditaments and Premiſſes, or any of them belonging, or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid hereby granted Lands, Grounds, Hereditaments and Premiſſes, and of every of them, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Poſſeſſion, Freehold Inheritance, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Adam Aſton*, in, unto, or out of the ſame Lands, Grounds, Hereditaments and Premiſſes, or any of them, or any Part thereof; To have and to hold the ſaid Lands, Grounds, Hereditaments, and all and ſingular other the Premiſſes hereby granted, bargained and ſold, or meant, mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, their Heirs and Aſſigns, to the only Uſe and Behoof of them the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, and of their Heirs and Aſſigns for ever, freely, clearly and abſolutely, enfranchiſed, acquitted and diſcharged by theſe Preſents, from henceforth for ever hereafter, of and from all and all manner of yearly and other Payments, Rents, Quit-Rents, Chief-Rents, Cuſtomary or Copyhold-Rents, Fines, Heriots, Fealty, Suit of Court, and all other Uſual or Cuſtomary or Copyhold Payments, Duties, Services or Cuſtoms whatſoever, which by or according to the Cuſtom of the ſaid Manor of *Onſen*, the ſaid Parcels of Land, Ground, Hereditaments and Premiſſes hereby granted, bargained and ſold, or any of them, is or are, or have or hath been, or ought otherwiſe to be ſubject or liable to, or charged with, or which otherwiſe ought to be paid, done or performed, for or in reſpect of the ſame Parcels of Land, Ground, Hereditaments and Premiſſes, or any of them, or any Part thereof, as Copyhold, holden of or as Parcel of the ſaid Manor. Provided always, and it is the true Intent and Meaning of theſe Preſents, and of the Parties hereunto, that theſe Preſents, or any Clauſe, Matter or Thing herein contained, ſhall not extend or be deemed, taken or conſtrued, to extend to enfranchiſe or make free the remaining or any other Parts of the ſeveral Copyhold Lands or Tenements (not herein before granted) and now or late of them the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, or any of them, or to acquit or diſcharge the ſaid remaining or other Parts from any Payments, Rents, Quit-Rents, Fines, Heriots, Fealty, Suit of Court, or any other Payments, Duties, Cuſtoms or Services, which by or according to the Cuſtom of the aforeſaid Manor, the ſaid reſpective Copyhold Lands or Tenements, or any of them, have at any Time heretofore been ſubject or liable to, or charged with, or which have been or ought to have been paid, done or performed, for or in reſpect of the ſaid reſpective Lands or Tenements, as Copyhold and Parcel of the ſaid Manor; neither ſhall the yearly Quit-Rents whereby the ſaid Lands or Tenements are ſeverally holden, be apportioned, divided, leſſened or extinguiſhed by reaſon of theſe Preſents, or of the Grant and Enfranchiſement hereby made, but the ſame ſhall be paid, done and performed only out of and for and in reſpect of the ſaid remaining Parts of the ſaid Copyhold Lands or Tenements not hereby granted, and no Part thereof out of or for or in reſpect of the ſaid hereby granted Lands, Grounds, Hereditaments and Premiſſes, or any Part thereof. And the ſaid *Adam Aſton* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, grant and agree to and with the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, their Heirs and Aſſigns, by theſe Preſents, in manner following; (that is to ſay) that he the ſaid *Adam Aſton*

at

General Words.

Habendum

to the Bargainees in Fee enfranchiſed.

Provided this not to extend to enfranchiſe any other Copyholds of the Bargainees,

nor their Quit-Rents to be apportioned.

The Grantor covenants that he is ſeiſed, &c.

at the inſtant Time of the Sealing and Delivery of theſe Preſents is, and ſtandeth rightfully, lawfully and ſolely ſeiſed to his own Uſe of a good, abſolute, indefeaſible and perfect Eſtate of Inheritance in Fee-Simple of and in the Manor of *Onſen* aforeſaid, without any Condition, Proviſo, or any Uſe or Uſes, Remainder or Remainders, Truſt or Truſts, or other Reſtraint, Matter or Thing whatſoever, to alter, change, charge, fruſtrate, determine, make void, or incumber the ſame, in Law or Equity. And alſo, that he the ſaid *Adam Aſton* now hath in himſelf good Right, full Power, and lawful and abſolute Authority, to grant, bargain, ſell and enfranchiſe all and ſingular the aforeſaid ſeveral Parcels of Land, Ground, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted, bargained and ſold, with their Appurtenances, unto them the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, their Heirs and Aſſigns, to the Uſe of them, their Heirs and Aſſigns for ever, according to the Purport and Intent of theſe Preſents. And further, that they the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, their Heirs and Aſſigns, ſhall and may now, and at all Times for ever hereafter, lawfully, peaceably and quietly enter into, have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid Lands, Grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted, bargained, ſold and enfranchiſed, with their Appurtenances, and receive and take the Rents and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Adam Aſton*, his Heirs or Aſſigns, or any of his Anceſtors, and that free and clear, and freely, clearly, and abſolutely acquitted, exonerated and diſcharged, of, from and againſt all and all manner of former and other Gifts, Grants, Bargains, Sales, Alienations, Eſtates, Intails, Uſes, Wills, Legacies, Statutes, Recognizances, Judgments, Extents, Outlawries, Executions, Rents, Annuities, Jointures, Dowers, and Right and Title of Dower, Fines, Seizures, Truſts, Amerciaments, Iſſues, Debts, and all other Eſtates, Intereſts, Titles, Demands, Charges and Incumbrances whatſoever, had, made, done, committed, omitted, procured, ſuffered, given or executed, or to be had, made, done, committed, omitted, procured, ſuffered, given or executed, by or againſt the ſaid *Adam Aſton*, his Heirs or Aſſigns, or any of his Anceſtors, or any other Perſon or Perſons lawfully claiming or to claim, by, from or under him or them, or any of them; and alſo of, from and againſt all and all Manner of yearly and other Payments, Rents, Quit-Rents, Chief-Rents, Cuſtomary or Copyhold-Rents, Fines, Heriots, Fealty, Suit of Court, and other Cuſtomary or Copyhold Duties, Services or Cuſtoms whatſoever, which by or according to the Cuſtom of the Manor aforeſaid the ſaid hereby bargained and ſold Premiſſes, or any of them, have or hath been, or ought otherwiſe to have been ſubject or liable to, or charged with, or which otherwiſe ought to have been paid, done or performed, for or in reſpect of the ſame Premiſſes, or any Part thereof, as Copyhold holden of, and as Parcel of the ſaid Manor. And moreover, That he the ſaid *Adam Aſton* and his Heirs, and all other Perſons having, or lawfully claiming, or which ſhall or may have, or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid herein before granted, bargained and ſold Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or any of his Anceſtors, ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and at the Coſts and Charges of them the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, or any of them, their or any of their Heirs or Aſſigns, make, do and execute, or cauſe, or procure to be made, done or executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying, enfranchiſing and aſſuring of the ſame Premiſſes, with their Appurtenances, unto, and to the Uſe of them the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, their Heirs and Aſſigns, be the ſame by Fine, Feoffment, Bargain and Sale inrolled, common Recovery, or otherwiſe howſoever, as by the ſaid *David Diggs*, *Gregory Gyles* and *Luke Lacy*, or any of them, their or any of their Heirs or Aſſigns, or any of their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required, ſo as ſuch further Aſſurances contain in them no further, or other Warranty or Covenants than againſt the Perſon

and has Power to grant, &c.

and for quiet Enjoyment,

free from Incumbrances,

and from all Services to the Manor,

and for further Aſſurances.

or Perſons, his or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In witneſs, *&c.*

Covenants and Collateral Securities.

A Deed of Covenants from an Heir at Law, and his younger Brother the Deviſee of a Manor and Advowſon, to a Purchaſer under a private Act, to procure another Act to rectify an Omiſſion in the former; and to procure an Exchange of Part of the Lands, &c. *concluding with an Obligation,* &c. N° 1.

THIS Indenture, made the twenty-ſecond Day of *Auguſt Anno Domini* 1728, and in the ſecond Year of the Reign, *&c.* between *Alfred Allen*, Eſq; eldeſt Son and Heir of Sir *Bernard Allen*, Knight, deceaſed, late one of the Aldermen of the City of *London*, and *Bernard Allen* of, *&c.* Eſq; ſecond Son of the ſaid Sir *Bernard Allen*, of the one Part, and *Clement Coe* of, *&c.* Eſq; of the other Part. Whereas the ſaid Sir *Bernard Allen* being in his Life-time, and at the Time of his Deceaſe, ſeiſed to him and his Heirs in Fee-ſimple of and in the Manor of *Dale*, with the Appurtenances, in the County of *Devon*, and of and in the capital Meſſuage, there then in his own Poſſeſſion; and of and in the perpetual Advowſon and Right of Patronage and Preſentation of, in and to the Rectory and Pariſh Church of *Dale* in the ſame County, and of and in divers Meſſuages, Lands, Tenements and Hereditaments in *Dale* aforeſaid, and elſewhere in the ſaid County of *Devon*, did in and by his laſt Will and Teſtament in Writing by him duly made and executed, bearing Date the ſixth Day of *June* 1720, (among other Things) give, deviſe and bequeath unto his Son the ſaid *Bernard Allen* Party hereunto, for his natural Life, without Impeachment of Waſte (other than as is therein mentioned) among other Lands the ſaid Manor and capital Meſſuage, and all other his Lands, Tenements and Hereditaments in the Pariſh of *Dale* or elſewhere in the ſaid County of *Devon*, the Remainder to the firſt and every other the Son and Sons of the Body of the ſaid *Bernard Allen* the Son ſucceſſively in Tail Male, with divers Remainders over, with the laſt Remainder in Fee to the ſaid Sir *Bernard Allen*'s right Heirs, with ſuch Liberty and Power for the ſaid *Bernard Allen* Party hereunto, to make a Jointure or Jointures, or Settlements out of the Premiſſes, on ſuch Wife with whom he ſhould marry, as in the ſame Will in that Behalf mentioned and contained, as by the ſaid in part recited Will, Relation being thereunto had, may more at large appear. And whereas the ſaid *Bernard Allen* Party hereunto, upon his Marriage with *Eve* his now Wife, ſole Daughter of *Fulk Fell* of, *&c.* Eſq; in purſuance of the Power to him given in and by the ſaid recited Will, and alſo in purſuance of his Marriage Articles dated the ſeventeenth Day of *October* 1732, did limit and appoint the ſaid Manor and Premiſſes to the ſaid *Eve* his Wife, for her Life for her Jointure, as by Indenture Tripartite bearing Date the eighteenth Day of *October* 1722, between him the ſaid *Bernard Allen* Party hereunto, of the firſt Part, the ſaid *Fulk Fell*, Eſq; and the ſaid *Eve* Wife of the ſaid *Bernard Allen*, by her then Name of *Eve Fell*, of the ſecond Part, and *George Fell* and *Hugh Hart*, Eſqs; therein named, of the third Part; and by Deed Poll under the Hand and Seal of the ſame *Bernard Allen* bearing Date the twentieth Day of the ſame *October*, Relation being thereunto reſpectively had, may (among other Things) more at large appear. And whereas in and by a certain Act of Parliament made and paſſed in the laſt Seſſion of this preſent Parliament

The Will of the Father of the Covenantors recited,

Deviſe to *B. A.* for Life, Remainder to his Sons ſucceſſively in Tail Male, *&c.*

Power in *B. A.* to make a Jointure.

That *B. A.* made a Jointure of the Premiſſes to his preſent Wife,

that an Act passed to veſt the Premiſſes in Truſtees to be ſold for Purpoſes in that Act,

ment (intitled an Act, *&c.* reciting among other Things to the Effect as is herein before recited, it was *(inter alia)* enacted, That from and after the twenty-fifth Day of *March* which ſhould be in the Year of our Lord 1728, and now laſt paſt, the ſaid Manor of *Dale*, and the ſaid capital Meſſuage and Lands in *Dale* aforeſaid and elſewhere in the County of *Devon*, deviſed and ſettled as aforeſaid, with their and every their Appurtenances, ſhould be, and the ſame were thereby actually veſted in and ſettled upon the ſaid *Fulk Fell* and *John Joy* of, *&c.* Eſq; their Heirs and Aſſigns, to the Uſe of them, their Heirs and Aſſigns, freed and diſcharged of and from all Uſes, Truſts, Eſtates, Limitations, Proviſoes and Powers in the ſaid Will, Indenture, Deed Poll and Articles, or any of them expreſſed or declared, upon Truſt, that they the ſaid *Fulk Fell* and *John Joy* ſhould ſell and diſpoſe of the ſame, for the Uſes and Purpoſes in the ſaid in part recited Act in that Behalf expreſſed and directed, as by the ſaid Act, Relation being thereunto had, may (among other Things) more at large appear.

that the Truſtees contracted with the Covenantee for the Sale,

And whereas the ſaid *Fulk Fell* and *John Joy*, in purſuance of the Truſt in them repoſed by the ſaid Act of Parliament, and with the Conſent and Approbation of the ſaid *Alfred Allen* and *Bernard Allen* Party hereunto, have contracted with the ſaid *Clement Coe*, for the Sale to him of the ſaid Manor and Advowſon, capital Meſſuage, Lands, Hereditaments and Premiſſes deviſed and ſettled as aforeſaid (together with other Things) for the Sum or Price of 14000 *l.* of lawful Money of *Great Britain*, and by Indentures of Leaſe and Releaſe, and Bargain and Sale intended to be inrolled in Chancery, bearing Date reſpectively the nineteenth and twentieth Days of this Inſtant Month of *Auguſt*, the ſaid Manor, Advowſon, Hereditaments and Premiſſes ſo contracted for as aforeſaid, are and were (in conſideration of the ſaid Sum of 14000 *l.* in the ſame Indentures of Releaſe and Bargain and Sale mentioned to be paid to the ſaid *Fulk Fell* and *John Joy* by the ſaid *Clement Coe*, for the Purpoſes in the ſaid recited Act expreſſed) granted and conveyed, or mentioned to be granted and conveyed unto, and to the Uſe of the ſaid *Clement Coe*, his Heirs and Aſſigns.

and conveyed accordingly.

That it was intended by the Parties that the Advowſon ſhould paſs,

And whereas it was the Intent and Meaning of the ſaid recited Act of Parliament, and of the ſaid *Bernard Allen* Party hereunto, and of all other Perſons on whoſe Behalf, and at whoſe Requeſt the ſame Act was obtained and procured, that the ſaid Advowſon of *Dale* with the Appurtenances ſhould have been by the ſaid Act veſted and ſettled in and upon the ſaid *Fulk Fell* and *John Joy*, their Heirs and Aſſigns, to enable them to ſell, grant and convey away the ſame, together with the ſaid Manor, Hereditaments, and other the Premiſſes ſo deviſed and ſettled as aforeſaid; and the ſame Advowſon was accordingly included and comprized in the ſaid recited Contract for Sale of the aforeſaid Premiſſes to the ſaid *Clement Coe*, and likewiſe in purſuance of ſuch Contract was, or was mentioned to be conveyed and aſſured (together with the ſaid other purchaſed Premiſſes) unto, and to the Uſe of the ſaid *Clement Coe*, his Heirs and Aſſigns, in and by ſaid Indentures of Leaſe and Releaſe, and Bargain and Sale as aforeſaid.

and it was included in the Contract.

and in the Conveyance,

but that there is a Defect in wording of the Act.

But by reaſon of ſome Defect and Omiſſion in the Wording of the ſaid Act of Parliament it is apprehended that the ſaid Advowſon with the Appurtenances was not thereby ſufficiently and effectually veſted and ſettled in and upon the ſaid *Fulk Fell* and *John Joy*, their Heirs and Aſſigns, ſo as to enable them legally and effectually to ſell and convey the ſame unto, and to the Uſe of the ſaid *Clement Coe*, his Heirs and Aſſigns as aforeſaid.

That *B. A.* had agreed with Covenantee to procure another Act for veſting the Advowſon.

And whereas the ſaid *Bernard Allen* Party hereunto did undertake and agree with the ſaid *Clement Coe*, upon his ſaid Purchaſe and Contract, that he the ſaid *Bernard Allen* Party hereunto, his Heirs, Executors or Adminiſtrators, ſhould and would at his and their own proper Coſts and Charges, ſo ſoon as conveniently might be, procure an Act of Parliament for the Veſting, Settling and Aſſuring the ſaid Advowſon of *Dale*, with the Appurtenances, in and upon him the ſaid *Clement Coe*, his Heirs and Aſſigns, to the Uſe of him, his Heirs and Aſſigns for ever, freed and abſolutely diſcharged of and from all the Uſes, Truſts, Eſtates, Powers, Proviſoes and Limitations, in and by the ſaid recited Will of the ſaid Sir *Bernard Allen*, or the ſaid Articles, Indenture and Deed Poll made upon the Marriage of the ſaid *Bernard Allen* with the ſaid *Eve* his now Wife, every or any of them limited, expreſſed or declared of and concerning the ſame Advowſon.

B. A. covenants to procure, *&c.* another Act.

Now this Indenture witneſſeth, That in conſideration of the Premiſſes, and in purſuance of the ſaid recited Agreement, the ſaid *Bernard Allen* Party hereunto doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe

miſe and agree to and with the ſaid *Clement Coe*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Bernard Allen* Party hereunto, his Heirs, Executors or Adminiſtrators, ſhall and will at his and their own proper Coſts and Charges, within the Space of one Year next enſuing the Date hereof, obtain and procure, or do his and their utmoſt Endeavours to obtain and procure an Act of Parliament for the Veſting, Settling and Aſſuring the ſaid Advowſon and Patronage of the ſaid Rectory or Pariſh Church of *Dale*, with the Appurtenances, in and upon him the ſaid *Clement Coe*, his Heirs and Aſſigns, to the Uſe of him his Heirs and Aſſigns for ever, freed and abſolutely diſcharged of and from all the Uſes, Truſts, Eſtates, Powers, Proviſoes and Limitations in and by the ſaid recited Will of the ſaid Sir *Bernard Allen*, or the ſaid laſt mentioned Articles, Indenture and Deed Poll, every or any of them, limited, expreſſed or declared of and concerning the ſame. And the ſaid *Bernard Allen* Party hereunto, and *Alfred Allen* do, and each of them doth for themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Clement Coe*, his Heirs and Aſſigns, by theſe Preſents, that in the mean Time, and until ſuch Act of Parliament ſhall be obtained for the Purpoſe aforeſaid, he the ſaid *Clement Coe*, his Heirs and Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy the ſaid Advowſon of *Dale*, with the Appurtenances, and from Time to Time when and ſo often as the ſaid Church ſhall become void, preſent to the ſame, without the Let, Suit, Trouble, Denial, Eviction, Diſturbance or Interruption of or by them the ſaid *Bernard Allen* Party hereunto, and *Alfred Allen*, or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, either at Law or in Equity, of, in, to or out of the ſame Advowſon, from, by or under, or in Truſt for them, or either or any of them, or from, by or under the ſaid Sir *Bernard Allen* deceaſed. And whereas for many Years laſt paſt the Owners and Proprietors of the ſaid capital Meſſuage, Hereditaments and Premiſſes in *Dale* aforeſaid, or ſome Part thereof, have conſtantly paid, and do yet pay to the Parſon or Incumbent for the Time being of the ſaid Pariſh Church, the yearly Sum of thirty Shillings, which was and is ſo paid for and in lieu of the Rent of one Acre of Glebe Land belonging to the ſaid Rectory of *Dale*, lying and being in a certain Cloſe or Field heretofore called *Wheat-Cloſe*, and now or late called *Clover-Field*, being Part and Parcel of the Premiſſes ſo ſold and conveyed to the ſaid *Clement Coe*, his Heirs and Aſſigns as aforeſaid, which ſaid Acre is ſuppoſed to have been heretofore given or deviſed to, or for the Benefit of the then Parſon or Incumbent of the ſaid Rectory and his Succeſſors; but how to aſcertain or diſtinguiſh the ſaid Acre particularly, or in what Part of the ſaid Field or Cloſe the ſame lies, cannot at preſent, upon the moſt diligent Search and Enquiry be found out, or made to appear. And whereas the ſaid *Bernard Allen* Party hereunto did undertake and agree with the ſaid *Clement Coe* upon his ſaid Purchaſe and Contract, that he the ſaid *Bernard Allen* Party hereunto, his Heirs, Executors or Adminiſtrators, ſhould and would at his and their own proper Coſts and Charges, as ſoon as conveniently might be, by Act of Parliament, or ſuch other good and effectual Ways and Means as the Counſel of the ſaid *Clement Coe*, his Heirs or Aſſigns, ſhould adviſe, cauſe and procure, or do his and their utmoſt Endeavour to cauſe and procure (with the Conſent of all Parties concerned) an Exchange to be made of the ſaid Acre of Glebe Land ſuppoſed to have been given or deviſed as aforeſaid, for and in lieu of one Acre and an half of Land or Ground to be for that Purpoſe allotted, ſet apart, and aſcertained by Metes and Bounds for and out of certain Grounds called *Yexley*, (Parcel of the ſaid purchaſed Premiſſes, in or near which ſome other Glebe Land belonging to the ſaid Rector now lies) or forth and out of ſuch other Part of the ſaid purchaſed Premiſſes as ſhould for that Purpoſe be agreed upon, ſo and in ſuch Manner as that the ſaid Acre and an half of Ground might be veſted and ſettled in and upon the ſaid Parſon or Incumbent, and his Succeſſors for ever, in Lieu, Recompence, and full Satisfaction and Exchange of and for the ſaid Acre of Glebe Land ſuppoſed to have been given or deviſed as aforeſaid, and of and for the ſaid yearly Rent of thirty Shillings, paid or payable for the ſame, and that the ſaid Acre of Glebe Land might be veſted and ſettled in and upon the ſaid *Clement Coe*, his Heirs and Aſſigns for ever, to his

B. A. and *A. A.* covenant that the Covenantee ſhall in the mean Time enjoy and preſent.

Recital of a Compoſition-Rent payable to that Parſon for an Acre unknown, but in a certain Field.

and that *B. A.* had agreed to procure an Exchange for an Acre and an half to be ſet out to the Parſon.

B. A. covenants to procure, *&c.* ſuch Exchange.

and their Uſe, diſcharged of the ſaid Rent. Now this Indenture further witneſſeth, That in purſuance of the ſaid laſt recited Agreement the ſaid *Bernard Allen* Party hereunto doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Clement Coe*, his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *Bernard Allen* Party hereunto, his Heirs, Executors or Adminiſtrators, ſhall and will at his and their own proper Coſts and Charges within the Space of one Year next enſuing the Date hereof, by Act of Parliament, or ſuch other good and effectual Ways or Means as the Counſel of the ſaid *Clement Coe*, his Heirs or Aſſigns, ſhall adviſe, cauſe and procure, or do his utmoſt Endeavour to cauſe and procure (with the Concurrence of all Parties concerned) an Exchange to be made of the ſaid Acre of Glebe Land ſuppoſed to have been given or deviſed as aforeſaid, for and in lieu of one Acre and an half of Land or Ground to be for that Purpoſe allotted, ſet apart and aſcertained by Metes and Bounds forth and out of the ſaid Grounds called *Yexley*, or forth and out of ſuch other Part of the ſaid purchaſed Premiſſes as ſhall for that Purpoſe be agreed upon, ſo and in ſuch Manner as that the ſaid Acre and an half of Ground may be veſted and ſettled in and upon the ſaid Parſon or Incumbent and his Succeſſors for ever, in Lieu, Recompence and full Satisfaction and Exchange of and for the ſaid Acre of Glebe Land, ſuppoſed to have been given or deviſed as aforeſaid, and of and for the ſaid yearly Rent of thirty Shillings, paid or payable for the ſame, and that the ſaid laſt mentioned Acre may be veſted and ſettled in and upon the ſaid *Clement Coe*, his Heirs and Aſſigns for ever, to his and their Uſe, diſcharged of the ſaid Rent. And for the true and full Performance of the ſeveral and reſpective Covenants and Agreements herein before contained on the reſpective Parts and Behalfs of the ſaid *Bernard Allen* Party hereunto, and *Alfred Allen*, they the ſaid *Bernard Allen* Party hereunto, and *Alfred Allen*, do hereby jointly and ſeverally bind and oblige themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, unto the ſaid *Clement Coe*, his Heirs, Executors, Adminiſtrators and Aſſigns, in the penal Sum of 2000 *l.* of lawful Money of *Great Britain*. In witneſs, *&c.*

Obligation of Covenantors jointly and ſeverally.

N° 2. *A Deed of Covenants between three Vendors of Land and the Vendee, who ſhall have the Cuſtodies reſpectively of ſeveral Title-Deeds, and mutually to produce them for the Service of each other.*

THIS Indenture Quadrupartite, made the eighth Day of *Auguſt* in the firſt Year of the Reign, *&c.* and in the Year of our Lord 1727, between *Arthur Aſtry* of, *&c.* Eſq; of the firſt Part, *Bruen Bray* of, *&c.* Eſq; of the ſecond Part, *Clara Cater* of, *&c.* Spinſter, of the third Part, and *David Dunch* of, *&c.* Eſq; of the fourth Part. Whereas the ſaid *David Dunch* hath lately for a valuable Conſideration bought and purchaſed of and from the ſaid *Arthur Aſtry* and *Bruen Bray*, and their Truſtees reſpectively, and the ſaid *Clara Cater*, all thoſe the Manors of *Eaſtham* and *Fidham*, with the Appurtenances, in the ſaid County of *Eſſex*, and the Advowſon of the Church of *Gobland* in the ſame County, and all other the Meſſuages, Lands, Tenements and Hereditaments, which were late the Eſtate of *Henry Cater* and *John Jell*, both late of *Gobland* aforeſaid, Eſq; deceaſed, or either of them, ſituate, lying and being in the ſeveral Pariſhes, Towns, Hamlets, Precincts and Territories of *Gobland* and *Kirkhall*, or either of them, in the ſaid County of *Eſſex* (except a Meſſuage or Tenement and Farm, with the Lands and Appurtenances thereunto belonging, or therewith uſed in *Gobland* aforeſaid, now or late in the Tenure of *Luke Lane* or his Aſſigns, at the yearly Rent of 200 *l.* and one other Meſſuage or Tenement, or Farm, with the Lands and Appurtenances thereunto belonging, or therewith uſed in *Gobland* aforeſaid, now or late in the Tenure of *Mark Mills*, or his Aſſigns, at the yearly Rent of 100 *l.* And alſo all thoſe ſix ſeveral Cottages or Tenements in *Gobland* aforeſaid, with their Appurtenances, now or late in the ſeveral Tenures of [*Here Tenants Names*] at and under the ſeveral yearly Rents, amounting together to 30 *l.* which excepted Meſſuages, Farms, Cottages and Premiſſes are contracted to be ſold unto

Recital of the Purchaſe made,

Noah North of *Gobland* in the ſaid County of *Eſſex*, Gent. and his Heirs. And by Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled in Chancery, the Leaſe bearing Date the Day next before the Day of the Date hereof; and the Releaſe, and Bargain and Sale inrolled being both Quadrupartite, bearing even Date with theſe Preſents, and expreſſed to be made between the ſaid *Arthur Aſtry* and *Olivia* his Wife, and *Peter Peck* and *Robert Roll*, Eſqs. (their Truſtees) of the firſt Part, the ſaid *Bruen Bray* and *Sarah* his Wife, and *Titus Tull* Eſq; (who together with the ſaid *Peter Peck* are Truſtees for the ſaid *Bruen Bray* and *Sarah* his Wife, of the ſecond Part, the ſaid *Clara Cater* of the third Part, and the ſaid *David Dunch* of the fourth Part. And by Fine in the ſame Indenture of Releaſe, covenanted to be levied, all the ſaid Manors, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in *Gobland* and *Kirkhall* aforeſaid, or either of them, in the ſaid County of *Eſſex*, (except before excepted) are conveyed and aſſured, or mentioned to be conveyed and aſſured unto, and to the Uſe of the ſaid *David Dunch*, his Heirs and Aſſigns for ever. And whereas as well certain Indentures of Leaſe and Releaſe, bearing Date reſpectively the twenty-ſecond and twenty-third Days of *March* 1724, the Releaſe being Tripartite, and made or mentioned to be made between the ſaid *Olivia Aſtry*, by her then Name of *Olivia Cater* Spinſter, of the firſt Part, the ſaid *Arthur Aſtry* of the ſecond Part, and the ſaid *Peter Peck* and *Robert Roll*, of the third Part, as alſo the ſeveral Deeds and Writings in the two ſeveral Schedules hereunto annexed mentioned, do concern the Title not only of the ſaid purchaſed Manors, Advowſon, Meſſuages, Cottages, Farms, Lands, Tenements and Hereditaments in the ſaid County of *Eſſex*, but alſo of divers other Manors, Meſſuages, Lands and Hereditaments of the ſaid *Arthur Aſtry* and *Bruen Bray*, and *Clara Cater*, or ſome or one of them. And it hath been agreed by and between all the ſaid Parties to theſe Preſents, that the aforeſaid Indentures of Leaſe and Releaſe of the twenty-ſecond and twenty-third Days of *March* 1724, ſhall remain, continue, and be in the Hands and Cuſtody of the ſaid *Arthur Aſtry*, his Heirs and Aſſigns, but to be by him and them produced in manner herein after expreſſed. And that the ſeveral Deeds and Writings mentioned in the Schedule hereunto annexed, (intitled the firſt Schedule) ſhall remain, continue, and be in the Hands and Cuſtody of the ſaid *Clara Cater*, her Heirs and Aſſigns, but to be by her and them produced in manner herein after expreſſed. And that the ſeveral Deeds and Writings mentioned in the Schedule hereunto annexed (intitled the ſecond Schedule) ſhall remain, continue, and be in the Hands and Cuſtody of the ſaid *David Dunch*, his Heirs and Aſſigns, but to be by him and them produced in manner herein after expreſſed. Now therefore this Indenture witneſſeth, That in purſuance of the ſaid recited Agreement, and in conſideration of the Premiſſes, he the ſaid *Arthur Aſtry* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *David Dunch*, his Heirs and Aſſigns, that he the ſaid *Arthur Aſtry*, his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will from Time to Time, and at any Time or Times hereafter, upon every reaſonably Requeſt, and at the proper Coſts and Charges of the ſaid *David Dunch*, his Heirs or Aſſigns, (unleſs hindered or prevented by Fire or other inevitable Accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth unto the ſaid *David Dunch*, his Heirs and Aſſigns, or to his or their Counſel, Attornies or Agents, or at any Trial or Hearing in any Court of Law or Equity, or otherwiſe, as Occaſion ſhall be and require, the aforeſaid Indentures of Leaſe and Releaſe of the twenty-ſecond and twenty-third Days of *March* 1724, or either of them, for the better evidencing, maintaining, defending and proving the Title of the ſaid *David Dunch*, his Heirs and Aſſigns, of, in and to the ſaid Manors, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo purchaſed by the ſaid *David Dunch*, and conveyed unto, and to the Uſe of him, his Heirs and Aſſigns as aforeſaid, or any Part or Parcel thereof. And this Indenture further witneſſeth, That in further purſuance of the ſaid recited Agreement, and in conſideration of the Premiſſes, ſhe the ſaid *Clara Cater* doth hereby for herſelf, her Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *David Dunch*, his Heirs and Aſſigns, that ſhe the ſaid *Clara Cater*, her Heirs, Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will from Time to Time, and at

and that certain Deeds concern the Titles of other Lands of the Vendors,

and that the Parties have agreed who ſhall reſpectively keep the ſeveral Deeds and produce them.

A. A. covenants with *D. D.* to produce, *&c.*

C. C. covenants with *D D.* to produce, *&c.*

any Time or Times hereafter, upon every reaſonable Requeſt, and at the proper Coſts and Charges of the ſaid *David Dunch*, his Heirs or Aſſigns (unleſs hindered or prevented by Fire or other inevitable Accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth unto the ſaid *David Dunch*, his Heirs or Aſſigns, or to his or their Counſel, Attornies or Agents, or at any Trial or Hearing in any Court of Law or Equity, or otherwiſe, as Occaſion ſhall be and require, all and every, or any the Deeds, Evidences and Writings mentioned and written in the Schedule hereunto annexed (entitled the firſt Schedule) for the better evidencing, maintaining, defending and proving the Title of the ſaid *David Dunch*, his Heirs, and Aſſigns, of, in and to the ſaid Manors, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo purchaſed by the ſaid *David Dunch*, and conveyed unto, and to the Uſe of him, his Heirs and Aſſigns as aforeſaid, or any Part or Parcel thereof. And this Indenture further witneſſeth, That in further purſuance of the ſaid recited Agreement, and in conſideration of the Premiſſes, he the ſaid *David Dunch* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater* reſpectively, and their reſpective Heirs and Aſſigns, that he the ſaid *David Dunch*, his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will from Time to Time, and at any Time or Times hereafter, upon every reaſonable Requeſt, and at the proper Coſts and Charges of the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater* reſpectively, or their reſpective Heirs or Aſſigns, or any of them (unleſs hindered or prevented by Fire or other inevitable Accident) produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth unto the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater*, or any of them, their or any of their Heirs or Aſſigns, or to their or any of their Counſel, Attornies, Agents, or at any Trial or Hearing in any Court of Law or Equity, or otherwiſe, as Occaſion ſhall be and require, all and every, or any the Deeds, Evidences and Writings mentioned in the Schedule hereunto annexed (entitled the ſecond Schedule) for the better evidencing, maintaining, defending and proving the Title of the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater*, or any of them, their or any of their Heirs or Aſſigns, of, in, and to the ſeveral Manors, Meſſuages, Lands, Tenements and Hereditaments, in the ſame Deeds or Writings comprized and mentioned, (and not purchaſed by and conveyed unto, and to the Uſe of the ſaid *David Dunch*, his Heirs and Aſſigns as aforeſaid) or any Part or Parcel thereof. In witneſs, *&c.*

D. D. covenants with *A. A. B. B.* and *C. C.* to produce, *&c.*

Exception. See the Deed next following.

N° 3. *A Deed of Covenants between three Vendors of Lands and the Purchaſer, whereby the Purchaſer covenants to pay certain Rents and annual Payments to which the Lands are liable; and the Vendors and Purchaſer mutually covenant to recompence each other reſpectively, as the Caſe may be, if any Land, for which one of thoſe Payments is to be made, ſhall be evicted, and the Payment ceaſe.*

See the foregoing Deed.

THIS Indenture, made the twelfth Day of *July* in the firſt Year of the Reign, *&c.* and in the Year of our Lord 1727, between *Arthur Aſtry* of, *&c.* Eſq; *Bruen Bray* of, *&c.* Eſq; and *Clara Cater* of, *&c.* Spinſter, of the one Part, and *David Dunch* of, *&c.* Eſq; of the other Part. Whereas the ſaid *David Dunch* hath lately for the Sum or Price of 20000*l.* of lawful Money of *Great Britain*, bought and purchaſed of and from the ſaid *Arthur Aſtry* and *Bruen Bray* and their Truſtees reſpectively, and the ſaid *Clara Cater*, all thoſe the Manors of *Eaſtham* and *Fidham*, with the Appurtenances, in the ſaid County of *Eſſex*, and the Advowſon of the Pariſh Church of *Gobland* in the ſame County, and all other the Meſſuages, Lands, Tenements and Hereditaments, which were late the Eſtate of *Henry Cater* and *John Jell*, both late of *Gobland* aforeſaid, Eſqs. deceaſed, or either of them, ſituate and being in the ſeveral Pariſhes, Towns, Hamlets, Precincts and Territories of *Gobland* and *Kirkall*, or either of them, in the ſaid County of *Eſſex*, except a Meſſuage or Tenement and Farm, with the Lands and Appurtenances there-

Recital of the Purchaſe made,

Tenements excepted,

thereunto belonging, or therewith uſed in *Gobland* aforeſaid, now or late in the Tenure of *Luke Lane* or his Aſſigns, at the yearly Rent of 200*l.* and one other Meſſuage or Tenement and Farm, with the Lands and Appurtenances thereunto belonging, or therewith uſed in *Gobland* aforeſaid, now or late in the Tenure of *Mark Mills* or his Aſſigns, at the yearly Rent of 100*l.* and alſo all thoſe ſix ſeveral Cottages or Tenements in *Gobland* aforeſaid, with their Appurtenances, now or late in the ſeveral Tenure of [*Here Tenants Names*] at and under ſeveral yearly Rents, (amounting together to the yearly Sum of 30*l.*) which excepted Meſſuages, Farms, Cottages and Premiſſes are contracted to be ſold unto *Noah North* of *Gobland* aforeſaid, in the ſaid County of *Eſſex*, Gent. And accordingly by Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled, or intended to be inrolled in Chancery, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe and Bargain and Sale inrolled being both Quadrupartite, bearing even Date with theſe Preſents, and expreſſed to be made between the ſaid *Arthur Aſtry* and *Olivia* his Wife, and *Peter Peck*, Eſq; and *Robert Roll*, Eſq; (their Truſtees) of the firſt Part, the ſaid *Bruen Bray* and *Sarah* his Wife, and *Titus Tull*, Eſq; (which ſaid *Titus Tull*, together with the ſaid *Peter Peck*, are Truſtees for the ſaid *Bruen Bray* and *Sarah* his Wife) of the ſecond Part, the ſaid *Clara Cater* of the third Part, and the ſaid *David Dunch* of the fourth Part, and by Fine in the ſame Indenture of Releaſe covenanted to be levied, all the ſaid Manors, Advowſon, Meſſuages, Land, Tenements, Hereditaments and Premiſſes in *Gobland* and *Kirkhall* aforeſaid, or either of them, in the ſaid County of *Eſſex*, (except before excepted) are conveyed and aſſured, or mentioned or intended to be conveyed and aſſured unto, and to the Uſe of the ſaid *David Dunch*, his Heirs and Aſſigns for ever. And whereas there are iſſuing and payable out of or for the Premiſſes herein before mentioned to be bought and purchaſed by the ſaid *David Dunch*, and contracted to be ſold unto the ſaid *Noah North*, or ſome Part thereof, the ſeveral yearly Rents or Sums of Money herein after mentioned; that is to ſay, one yearly Rent or Sum of 5*l.* payable to the Lord of the Manor of *Gobland* in the ſaid County of *Eſſex*, and one other yearly Sum of 10*s.* to the Clerk for the Time being of the Pariſh Church of *Gobland* aforeſaid, and one other yearly Sum of 20*s.* for Bell Ropes for the ſame Church, and one other yearly Rent or Sum of 5*l.* to the Vicar of the ſaid Pariſh of *Gobland* for the Time being, for and in lieu of certain Glebe Lands. And it hath been agreed by and between all the ſaid Parties to theſe Preſents, that all future Payments of the ſaid yearly Rents or Sums of 5*l.* 10*s.* 20*s.* and 5*l.* ſhall for ever hereafter remain charged on the ſaid Premiſſes conveyed to the ſaid *David Dunch*; and that the ſaid Premiſſes agreed to be conveyed to the ſaid *Noah North* ſhall for ever hereafter be freed and diſcharged therefrom, and from every Part thereof, by the ſaid *David Dunch*, his Heirs and Aſſigns: Now this Indenture witneſſeth, and the ſaid *David Dunch* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater* reſpectively, and their reſpective Heirs and Aſſigns, that he the ſaid *David Dunch*, his Heirs and Aſſigns, or ſome of them, ſhall and will from Time to Time, and at all Times for ever hereafter, well and truly pay, or cauſe to be paid all future accruing Payments of the ſaid yearly Rents or Sums of 5*l.* 10*s.* 20*s.* and 5*l.* to the ſeveral Perſons reſpectively, to whom, and for ſo long Time as the ſame ought to be reſpectively paid as aforeſaid, and thereof and therefrom ſave harmleſs and keep indemnified the ſaid *Arthur Aſtry*, *Bruen Bray*, *Clara Cater* and *Noah North*, their Heirs and Aſſigns, and his, her, and their Lands, Tenements, Goods and Chattels. And whereas it is ſuppoſed, that ſome Part of the ſaid Glebe Lands, for which the ſaid Sum of 5*l.* a Year is payable as aforeſaid, may be comprized amongſt the ſaid Hereditaments and Premiſſes purchaſed by the ſaid *David Dunch*, and that the other Part thereof may be comprized amongſt the ſaid excepted Hereditaments and Premiſſes contracted to be ſold to the ſaid *Noah North*. And whereas the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater* have agreed with the ſaid *Noah North* to convey to him the Premiſſes ſo by him purchaſed as aforeſaid, freed from all the ſaid ſeveral yearly Rents, and to indemnify him againſt the ſame. And whereas at the Time of the ſaid Purchaſe made by the ſaid *David Dunch* there was an Allowance made to him (in the Price of the Premiſſes by him purchaſed) for the ſaid Sum of 5*l.* a Year, payable for the

one agreed to be ſold to a fifth Perſon, the Conveyance was made by Indentures, &c.

The Premiſſes liable to certain yearly Rents,

to one, in lieu of Glebe Lands,

that it has been agreed that the conveyed Lands ſhall be liable.

The Purchaſer covenants to pay.

Recital concerning the Glebe Land, and that the Vendors had agreed with the fifth Perſon to convey his Part diſcharged, and had made an Allowance for that Purpoſe to the preſent Purchaſer,

and the Parties had agreed upon a mutual Recompence in case of any Eviction.

Glebe Lands, after the Rate of thirty Years Purchaſe or thereabouts; and it was thereupon, and it is now hereby alſo agreed by and between the ſaid Parties to theſe Preſents, that in caſe any Eviction or Recovery ſhould be had or made by the ſaid Vicar of *Gobland*, or any other Perſon from the ſaid *David Dunch*, his Heirs and Aſſigns, or from the ſaid *Noah North*, his Heirs or Aſſigns, of any Part or Parts of the Glebe Lands comprized, or ſuppoſed to be comprized in their reſpective Purchaſes, whereby the ſaid Sum of 5 *l.* a Year payable for ſuch Glebe Lands, ſhould in part or wholly ceaſe and become no longer payable, that then and from thenceforth a mutual Recompence and Satisfaction ſhould be made in reſpect thereof by and between the ſaid Parties to theſe Preſents, as follows, *viz.* That if the Glebe Lands ſo recovered or evicted from the ſaid *David Dunch*, his Heirs or Aſſigns, ſhould be more in Value than the ſaid 5 *l.* a Year, (or than ſuch Part thereof as ſhall thereupon ceaſe) that then the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater*, their Heirs, Executors or Adminiſtrators reſpectively, each of them, for one third Part only, are to make Recompence to the ſaid *David Dunch*, his Heirs and Aſſigns, as well for ſuch of the ſaid Glebe Lands ſo to be evicted or recovered from him or them as ſhall exceed or be more in yearly Value than the ſaid Sum of 5 *l.* a Year (or than ſuch Part thereof as ſhall or may thereupon ſo ceaſe) after the Rate of thirty Years Purchaſe for the yearly Value of ſuch evicted Glebe Lands ſo exceeding, or being more than the ſaid 5 *l.* a Year, (or than ſuch Part thereof as ſhall or may ſo ceaſe) as alſo for all Coſts and Expences which he or they ſhall bear, pay, ſuſtain or expend in the Defence and Maintenance of the Title to the aforeſaid Glebe Lands, or any Part thereof, or in oppoſing ſuch Eviction or Recovery. And that if the Glebe Lands ſo to be recovered or evicted from the ſaid *David Dunch*, his Heirs or Aſſigns, ſhall be leſs in the yearly Value thereof than the ſaid 5 *l.* a Year, (or than ſuch Part thereof as ſhall or may ſo ceaſe) in caſe the ſame 5 *l.* a Year, or any Part thereof do or may thereupon ceaſe, that then and in ſuch Caſe the ſaid *David Dunch*, his Heirs or Aſſigns, are to make recompence after the Rate of thirty Years Purchaſe, unto the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater* reſpectively, or their reſpective Heirs or Aſſigns, in equal third Parts, for ſo much of the ſaid Sum of 5 *l.* a Year as ſhall or may ſo ceaſe, as the ſaid Glebe Lands ſo to be recovered or evicted from the ſaid *David Dunch*, his Heirs or Aſſigns, ſhall in the yearly Value thereof fall ſhort of the ſaid 5 *l.* a Year; and that if no Eviction or Recovery of any Glebe Lands ſhall be had or made from the ſaid *David Dunch*, his Heirs or Aſſigns, but that any Glebe Lands ſhall be evicted or recovered from the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater*, their Heirs or Aſſigns, or from the ſaid *Noah North*, his Heirs or Aſſigns, and that thereupon the ſaid Sum of 5 *l.* a Year, or any Part thereof ſhall or may thereupon ceaſe, and the ſaid *David Dunch*, his Heirs and Aſſigns, be freed therefrom, then and in that Caſe the ſaid *David Dunch*, his Heirs or Aſſigns, are to make Recompence unto the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater* reſpectively, and their reſpective Heirs or Aſſigns, in equal third Parts for the Whole of the ſaid Sum of 5 *l.* a Year, or for ſo much thereof as ſhall or may ſo ceaſe, after the Rate aforeſaid, he the ſaid *David Dunch*, his Heirs or Aſſigns, firſt deducting all ſuch Coſts, Charges and Expences, as he or they ſhall have borne, paid or ſuſtained on account of his or their defending and maintaining his or their Title to the ſaid Glebe Lands, or any Part thereof, or in oppoſing ſuch Eviction as aforeſaid.

The Covenant for mutual Recompence in caſe of Eviction of the Glebe Land.

Now this Indenture further witneſſeth, That in purſuance of the ſaid laſt recited Agreements, it is hereby covenanted, concluded, declared and agreed, by and between all the ſaid Parties to theſe Preſents, and the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater*, do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *David Dunch*, his Heirs and Aſſigns, that in caſe at any Time or Times hereafter, any of the ſaid Glebe Lands for which the ſaid Sum of 5 *l.* a Year is payable, ſhall be evicted or recovered by the ſaid Vicar of *Gobland* or his Succeſſors, from the ſaid *David Dunch*, his Heirs or Aſſigns, and that the ſame Glebe Lands ſo to be evicted or recovered ſhall in the yearly Value thereof exceed the ſaid Sum of 5 *l.* a Year, or ſuch Part thereof as ſhall or may thereupon ceaſe, then each of them the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater*, or their reſpective Heirs, Executors or Adminiſtrators, ſhall immediately

after ſuch Eviction or Recovery pay, or cauſe to be paid unto the ſaid *David Dunch*, his Heirs or Aſſigns, as a Recompence for ſuch Glebe Lands ſo to be evicted or recovered, as ſhall exceed or be more in Yearly Value than the ſaid Sum of 5*l.* a Year, or than ſuch Part thereof as ſhall or may thereupon ceaſe, one Third-part of all ſuch Sum and Sums of lawful Money of *Great Britain* as the Value of the ſame Glebe Lands (ſo exceeding or being more than the ſaid 5*l.* a Year, or than ſuch Part thereof as ſhall or may ceaſe on ſuch Eviction) ſhall amount unto, computing the ſame after the Rate of thirty Years Purchaſe, and ſhall alſo pay, or cauſe to be paid unto the ſaid *David Dunch*, his Heirs or Aſſigns, all ſuch Sum or Sums of Money as he or they ſhall have paid, expended or ſuſtained in the Defence and Maintenance of the Title to the ſame Glebe Lands, or any Part thereof, or in oppoſing ſuch Eviction. And the ſaid *David Dunch* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater*, their Heirs and Aſſigns, that if ſuch of the ſaid Glebe Lands as ſhall or may be evicted or recovered from the ſaid *David Dunch*, his Heirs or Aſſigns, ſhall fall ſhort, or be leſs in Yearly Value than the ſaid 5*l.* a Year, or than ſuch Part thereof as ſhall or may ſo ceaſe, then and in ſuch Caſe he the ſaid *David Dunch*, his Heirs or Aſſigns, ſhall immediately after the ſaid Sum of 5*l.* a Year, or any Part thereof, ſhall or may ceaſe, and not become payable by him or them, pay, or cauſe to be paid unto the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater* reſpectively, or their reſpective Heirs or Aſſigns, in equal Third-parts, as a Recompence for the ſaid Sum of 5*l.* a Year, or ſo much thereof as ſhall or may ſo ceaſe, all ſuch Sum and Sums of like lawful Money as the Value of the ſaid Sum of 5*l.* a Year, or ſo much thereof as ſhall or may ſo ceaſe, ſhall exceed the Yearly Value of the Glebe Lands ſo to be evicted or recovered, computing the ſame at the Rate aforeſaid, after deducting the Coſts, Charges and Expences which the ſaid *David Dunch*, his Heirs or Aſſigns, may have paid, ſuſtained, expended, or been at in the Defence and Maintenance of the Title of the ſame Glebe Lands, or oppoſing ſuch Eviction. And if no Eviction or Recovery of the ſaid Glebe Lands, or any Part thereof, ſhall be had or made from the ſaid *David Dunch*, his Heirs or Aſſigns, and that any Glebe Lands ſhall be evicted or recovered from the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater*, or from the ſaid *Noah North*, his Heirs or Aſſigns, and that the ſaid Sum of 5*l.* a Year, or any Part thereof, ſhall or may thereupon ceaſe, and the ſaid *David Dunch*, his Heirs and Aſſigns, be freed therefrom, then in that caſe he the ſaid *David Dunch*, his Heirs or Aſſigns, ſhall immediately after the ſaid Sum of 5*l.* a Year or any Part thereof, ſhall or may ſo ceaſe, and that then he or they are or may be freed therefrom, as is laſt mentioned, pay, or cauſe to be paid unto the ſaid *Arthur Aſtry*, *Bruen Bray* and *Clara Cater* reſpectively, their reſpective Heirs or Aſſigns, in equal Third-parts, all ſuch Sum and Sums of Money as the Value of the ſaid 5*l.* a Year or ſo much thereof as ſhall or may ſo ceaſe as is laſt mentioned ſhall amount unto, computing for the ſame after the Rate aforeſaid, he the ſaid *David Dunch*, his Heirs and Aſſigns, firſt deducting thereout all Coſts, Charges and Expences which he the ſaid *David Dunch*, his Heirs or Aſſigns, or any of them, ſhall have paid, ſuſtained, expended, or been put unto in the Defence and Maintenance of the Title to the ſaid Glebe Lands or any Part thereof, or in oppoſing ſuch Eviction as aforeſaid. In witneſs, *&c.*

in caſe of Eviction from the Vendors, *&c.*

the Purchaſer is to repay them.

A Deed of Covenants by the Vendors of Fee-Farm Rents for the ſeparate Uſe of a Feme Covert, to produce Deeds at the Requeſt of her or her Truſtees, &c. N° 4.

THIS Indenture tripartite, made the tenth Day of *Auguſt Anno Domini* 1734, and in the eighth Year of the Reign, *&c.* between *Amos Archer* and *Bryan Bell*, both of *London*, Eſqs. of the firſt Part, *Caleb Church*, *Darby Dent* and *Ezra Ellis* of, *&c.* Eſqs. of the ſecond Part, and *Frances Church* Wife of the ſaid *Caleb Church* of the third Part. Whereas by Indenture quinquepartite bearing even Date herewith, inrolled or intended to be inrolled in the High Court of Chancery, and made or mentioned to be made between the ſaid *Amos Archer* and *Bryan Bell*, of the firſt Part, *George Gee* of *London*, Merchant, and *Hugh Hill* of, *&c.* Gent.

Recital of the Sale.

of the ſecond Part, the ſaid *Caleb Church* and *Frances* his Wife, of the third Part, the ſaid *Darby Dent* and *Ezra Ellis*, of the fourth Part, and *James Joy*, of, *&c.* Gent. of the fifth Part, the ſaid *Amos Archer* and *Bryan Bell*, for the Conſiderations therein mentioned, have granted and conveyed divers Annual or Fee-Farm Rents and Hereditaments therein particularly mentioned, unto and to the Uſe of the ſaid *Caleb Church*, *Darby Dent* and *Ezra Ellis*, their Heirs and Aſſigns, upon the Truſts, and for the Purpoſes therein mentioned, being for the ſole and ſeparate Uſe and Benefit, and to be at the ſole and ſeparate Diſpoſe of the ſaid *Frances* Wife of the ſaid *Caleb Church*, in manner in the ſame Indenture expreſſed. And

Recital that the Deeds concern alſo the Title of other Rents, *&c.*

whereas the ſeveral Deeds, Evidences and Writings in the Schedule here under written mentioned, do concern and relate to not only the Title of the ſaid Rents and Hereditaments, in and by the ſaid Indenture granted and conveyed as aforeſaid, but alſo the Title of divers other Rents and Hereditaments by them the ſaid *Amos Archer* and *Bryan Bell* lately ſold and conveyed away to divers other Perſons with whom and for whoſe Benefit the ſaid *Amos Archer* and *Bryan Bell* have covenanted to produce the ſame Deeds, Evidences and Writings, or ſome of them,

and that it has been agreed that the Vendors ſhall keep them.

and therefore it hath been agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid Deeds, Evidences and Writings, ſhall remain in the Cuſtody and Power of them the ſaid *Amos Archer* and *Bryan Bell*, or one of them, their or one of their Heirs or Aſſigns, but to be by them produced in manner herein after

The Covenant to produce them.

mentioned. Now this Indenture witneſſeth, that in purſuance of the ſaid recited Agreement, and in conſideration of the Premiſſes, they the ſaid *Amos Archer* and, *Bryan Bell* do, and each of them doth for themſelves, and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Caleb Church*, *Darby Dent* and *Ezra Ellis*, their Heirs and Aſſigns, that they the ſaid *Amos Archer* and *Bryan Bell*, or one of them, their or one of their Heirs, Executors or Adminiſtrators, ſhall and will from Time to Time, and at any Time or Times hereafter, upon every reaſonable Requeſt of the ſaid *Frances* Wife of the ſaid *Caleb Church* and her ſaid Truſtees, or any of them, or any of their Heirs or Aſſigns, but at the Coſts and Charges of her the ſaid *Frances*, unleſs hindred or prevented by Fire, or other inevitable Accident, produce and ſhew forth, or cauſe or procure to be produced and ſhewn forth unto her the ſaid *Frances* or her ſaid Truſtees, or any of them, or her or their Heirs or Aſſigns, or to her or their Counſel or Agent or Agents, or at any Trial or Hearing in any Court of Law or Equity, or otherwiſe, as Occaſion ſhall be and require, all and every or any of the ſaid Deeds, Evidences and Writings in the ſaid Schedule mentioned, for the better evidencing, maintaining and defending the Right and Title of her the ſaid *Frances*, her Heirs and Aſſigns, and of her and their Truſtees, in and to the ſaid Rents and Hereditaments ſo granted and conveyed unto and to the Uſe of her ſaid Truſtees, their Heirs and Aſſigns, in Truſt as aforeſaid. In witneſs, *&c.*

N° 5. *A Deed of Covenants from a Parcener who had purchaſed his Coparcener's Moiety, to indemnify the Vendor againſt the Debts of their Uncle (from whom the Eſtate came) and againſt any Damages,* &c. *by reaſon of a Leaſe which the Covenantee had executed.*

Recital of the Purchaſe made.

TO all to whom theſe Preſents ſhall come, I *Adam Aſh* of *London* Gent. ſend Greeting. Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe bearing even Date herewith, and made or mentioned to be made between *Barnaby Bing* of, *&c.* Eſq; of the one Part, and me the ſaid *Adam Aſh* of the other Part, the ſaid *Barnaby Bing*, for the Conſiderations therein mentioned, hath granted and conveyed unto, and to the Uſe of me the ſaid *Adam Aſh*, my Heirs and Aſſigns, the Moiety, Part or Share of him the ſaid *Barnaby Bing*, of and in divers Lands, Tenements and Hereditaments in the Pariſhes of St. *Mary Matfellon*, alias *Whitechapel*, and St. *Leonard Shoreditch*, or one of them, in the County of *Middleſex*, formerly the Eſtate and Inheritance of *Charles Carr* late of *London*, Merchant, deceaſed,

deceaſed, late Uncle of the ſaid *Barnaby Bing*, and of me the ſaid *Adam Aſh*. Now know ye, that I the ſaid *Adam Aſh*, for and in conſideration of the ſaid Grant and Conveyance ſo made by the ſaid *Barnaby Bing* as aforeſaid, and in purſuance of an Agreement in that Behalf made between me and the ſaid *Barnaby Bing*, do hereby for myſelf, my Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Barnaby Bing*, his Heirs, Executors and Adminiſtrators, in manner following; that is to ſay, That I the ſaid *Adam Aſh*, my Heirs, Executors or Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *Barnaby Bing*, his Heirs, Executors and Adminiſtrators, and his and their Lands and Tenements, Goods and Chattels of, from and againſt all and every the Debts and Engagements of the ſaid *Charles Carr* yet ſtanding out and unſatisfied, and for which ſaid Debts of the ſaid *Charles Carr* any Suit or Action hath been brought, commenced or proſecuted, or ſhall at any Time or Times hereafter be brought, commenced or proſecuted, in any Court of Law or Equity, in that Part of *Great Britain* called *England* by any Perſon or Perſons whatſoever, and of and from all Loſs, Coſts, Charges, Damages and Expences, for or by reaſon or means of any ſuch Suit or Action, or any Judgment, Execution or Recovery thereupon, he the ſaid *Barnaby Bing*, his Heirs, Executors or Adminiſtrators, giving due and convenient Notice to me the ſaid *Adam Aſh*, my Executors or Adminiſtrators, of ſuch Suit or Action, and permitting me and them to make uſe of his or their Names in defending the ſame. And alſo, that I the ſaid *Adam Aſh*, my Heirs, Executors or Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *Barnaby Bing*, his Heirs, Executors and Adminiſtrators, of, from and againſt all Coſts, Charges, Damages and Expences, which he or they ſhall be put unto or ſuſtain, for or by reaſon of his Sealing and Executing a certain Leaſe bearing Date on or about the firſt Day of *May Anno Domini* 1730, of divers Meſſuages, Lands and Tenements in or near *Croſs Lane* in the Pariſh of *Whitechapel* in the County of *Middleſex*, to *Dudley Diggs*, Butcher. In witneſs, *&c.*

The Agreement to indemnify the Seller

againſt their Uncle's Debts,

and againſt a Leaſe executed by the Seller.

A Deed of Covenant to a Purchaſer by the Vendor of a Manor, Scite of a diſſolved Monaſtery, Advowſon, Tithes, &c. that the Vendor will indemnify the Purchaſer againſt a Rent reſerved upon the Grant from the Crown, the ſame ſuppoſed to be diſcharged, but it not appearing how. N° 6.

THIS Indenture, made the tenth Day of *May Anno Domini* 1730, and in the third Year, *&c.* between *Amos Aſh* of, *&c.* Eſq; Nephew and Heir of *Bryan Aſh* late of, *&c.* Eſq; deceaſed, of the one Part, and *Charles Cobb* of, *&c.* Gent. of the other Part. Whereas by Indentures of Releaſe, and Bargain and Sale intended to be inrolled in the High Court of Chancery, bearing even Date with theſe Preſents, and made or mentioned to be made between the ſaid *Amos Aſh*, of the one Part, and the ſaid *Charles Cobb*, and *Daniel Cobb*, Gent. his Son and Heir apparent of the other Part, the ſaid *Amos Aſh* in conſideration of the Sum of 12000 *l.* of lawful Money of *Great Britain*, therein mentioned to be to him paid by the ſaid *Charles Cobb*, and for other the Conſiderations therein mentioned, did grant and convey unto, and to the Uſe of the ſaid *Charles Cobb* and *Daniel Cobb*, and the Heirs and Aſſigns of the ſaid *Charles Cobb*, in Truſt for the ſaid *Charles Cobb*, his Heirs and Aſſigns, all that and thoſe the Manor or Manors, or reputed Manor or Manors of *Edlin* and *Felham*, with the Rights, Royalties, Members and Appurtenances thereof in the County of *Glouceſter*, and all that the Scite of the late diſſolved Monaſtery or Houſe of *Edlin* with the Appurtenances thereof, in the ſame County; and the Park at *Edlin* aforeſaid, and the Demeſnes and Demeſne Lands of the ſaid Manor and Manors, and Scite, or any or either of them, and the Rectory and Advowſon of the Church of *Edlin*, and the Glebe Lands, Tithes and Hereditaments to the ſame Rectory belonging, and divers Meſſuages, Lands, Tenements and Hereditaments in *Edlin* and *Felham*, with their Appurtenances, in the ſaid County of *Glouceſter*, in the ſame Indentures more particularly deſcribed, as by the ſaid Indentures,

The Sale to the Covenantee recited,

and the Grant from the Crown, reſerving a Rent;

Relation being thereunto had, may more fully appear. And whereas his late Majeſty King *Henry* the Eighth, in the thirty-ſixth Year of his Reign, upon his granting the ſaid Manors, Lands, and other the Premiſſes from the Crown, did reſerve the Yearly Rent or Sum of 5*l.* payable therefore to the Crown, as by the Letters Patent of the ſame King bearing Date the tenth Day of *May* in the ſaid thirty ſixth Year of his Reign may appear. And whereas it doth not appear to the ſaid *Charles Cobb* and his Counſel, how the ſaid Manors, Lands and Premiſſes ſo by him purchaſed as aforeſaid, have ſince the ſaid Grant of the ſaid King *Henry* the Eighth been freed and diſcharged from the ſaid yearly Rent or Sum of 5*l.* ſo reſerved to the Crown upon the ſaid Letters Patent as aforeſaid. And whereas the ſaid *Amos Aſh* did at the Time of the ſaid Purchaſe, and in conſideration thereof, agree with the ſaid *Charles Cobb*, that he the ſaid *Amos Aſh* ſhould and would at all Times hereafter free, defend, ſave harmleſs, and keep indemnified the ſaid *Charles Cobb*, his Heirs or Aſſigns, and the ſaid purchaſed Premiſſes, of, from and againſt the ſaid Yearly Rent or Sum of 5*l.* and all Arrears thereof. Now this Indenture witneſſeth, That in purſuance of the ſaid recited Agreement, and in conſideration of the Premiſſes, he the ſaid *Amos Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Charles Cobb*, his Heirs and Aſſigns, that he the ſaid *Amos Aſh*, his Heirs, Executors and Adminiſtrators, or ſome of them, ſhall and will at all Times hereafter free, defend, ſave harmleſs, and keep indemnified the ſaid *Charles Cobb*, his Heirs and Aſſigns, and every of them, and the ſaid Manors, Scite, Park, Rectory, Advowſon, Meſſuages, Lands, Tenements, Tithes, Hereditaments, and other the Premiſſes ſo by him purchaſed of the ſaid *Amos Aſh* as aforeſaid, of, from and againſt the aforeſaid Yearly Rent or Sum of 5*l.* and every Part and Parcel thereof, and alſo of, from and againſt all Arrears of the ſame Rent, and every or any Part thereof, and of, from and againſt all Loſs, Coſts, Charges, Damages and Expences which he the ſaid *Charles Cobb*, his Heirs, Executors, Adminiſtrators or Aſſigns, every or any of them, ſhall at any Time or Times hereafter ſuſtain, expend, or be put unto for or by reaſon, or on account of the ſaid Rent, or any Part thereof, or of Arrears of the ſame. In witneſs, *&c.*

and that it doth not appear how the Rent has been diſcharged,

and Agreement that the Vendor ſhould indemnify the Purchaſer.

The Covenant to indemnify.

No 7. *A Deed of Covenant by a Son to maintain his Mother, or in caſe ſhe ſhall chuſe to live from him, to pay her an Annuity; in conſideration of a Sum in groſs paid to him by a third Perſon.*

THIS Indenture, made the tenth Day of *May Anno Domini* 1735, and in the eighth Year of the Reign, *&c.* between *Amos Aſh* of *London*, Girdler, of the one Part, and *Bryan Bing* Citizen and Grocer of *London*, of the other Part. Whereas the ſaid *Bryan Bing* hath of his own Freewill, and for the Love and Affection that he hath, and beareth unto the ſaid *Amos Aſh* and *Celia Aſh* his Mother, and for their better Maintenance and Support, promiſed and agreed forthwith to advance and pay unto the ſaid *Amos Aſh* the Sum of 1000*l.* of lawful Money of *Great Britain*, upon the Terms and Agreements herein after mentioned and covenanted to be paid, done and performed on the Part of the ſaid *Amos Aſh*, his Heirs, Executors or Adminiſtrators. Now this Indenture witneſſeth, That for and in conſideration of the ſaid Sum of 1000*l.* to the ſaid *Amos Aſh* in hand paid by the ſaid *Bryan Bing*, at or before the Enſealing and Delivery of theſe Preſents, in purſuance and performance of ſuch his Promiſe and Agreement aforementioned, the Receipt whereof he the ſaid *Amos Aſh* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *Bryan Bing*, his Heirs, Executors and Adminiſtrators, and every of them for ever, by theſe Preſents, he the ſaid *Amos Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant, and agree, to and with the ſaid *Bryan Bing*, his Executors and Adminiſtrators, in Manner and Form following; that is to ſay, that he the ſaid *Amos Aſh*, his Heirs, Executors or Adminiſtrators, ſhall and will at his and their own proper Coſts and Charges during ſo long Time as the ſaid *Celia Aſh* ſhall think fit to live and cohabit with the ſaid *Amos Aſh*, his Heirs,

Recital of the Agreement.

The Covenant,

to maintain her,

Executors or Adminiſtrators, allow and provide for the ſaid *Celia Aſh* ſuitable and convenient Diet, Lodging, Waſhing, and other Neceſſaries of all Sorts; and in caſe of her Removal or Living apart from him and them, ſhall and will during all ſuch Time as ſhe ſhall ſo live apart, pay or cauſe to be paid unto the ſaid *Celia Aſh* the yearly Sum of 40 *l.* of lawful Money of *Great Britain*, by four equal quarterly Payments, for and towards her Support and Maintenance; the firſt Payment thereof to begin and be made at the End of three Kalendar Months next after ſuch her Removal or Living apart, to the End and Intent that the ſaid *Celia Aſh* may by the Ways and Means aforeſaid, be ſuitably and regularly ſupported, maintained and provided for at all Times during her natural Life. In witneſs, *&c.*

or on her Removal to pay her a yearly Sum.

A Deed of Covenants by the Vendor of Lands to indemnify the Purchaſer againſt an old Mortgage-Term which was paid off, and ought to be aſſigned to attend the Inheritance, but cannot be found; with Recitals of the antecedent Tranſactions. N° 8.

THIS Indenture, made the ſecond Day of *June* 1728, and in the firſt Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, *&c.* between *Abel Aſton*, of, *&c.* Eſq; eldeſt Son and Heir of *Abel Aſton*, late of, *&c.* Eſq; deceaſed, by *Bona Aſton*, of, *&c.* late his Wife, which ſaid *Abel Aſton*, deceaſed, was Son and Heir of *Charles Aſton*, late of, *&c.* Eſq; alſo deceaſed, of the one Part, and *Dudley Diggs*, of *Eaſtfield* in the Pariſh of *Eaſtkirk* in the County of *Lincoln*, Eſq; of the other Part. Whereas by Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled, or intended to be inrolled in the High Court of Chancery, the Leaſe bearing Date the Day next before the Releaſe and Bargain and Sale, and the Releaſe and Bargain and Sale, being tripartite, bearing Date the Day next before the Day of the Date hereof, and made or mentioned to be made between the ſaid *Abel Aſton* Party hereunto, of the firſt Part, the ſaid *Dudley Diggs* of the ſecond Part, and *Francis Fale*, of, *&c.* of the third Part, and Fine and Recovery intended and agreed to be thereupon levied and ſuffered, the ſaid *Abel Aſton* Party hereunto, in conſideration of the Sum of 8000 *l.* of lawful Money of *Great Britain*, in the ſame Releaſe and Bargain and Sale mentioned to be to him, or by his Order and Direction paid by the ſaid *Dudley Diggs*, and for other the Conſiderations therein mentioned, hath conveyed and aſſured unto, and to the Uſe of the ſaid *Dudley Diggs*, his Heirs and Aſſigns, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Eaſtfield* alias *Eſtfield*, alias *Heſtfield*, with all Rights, Royalties, Members and Appurtenances thereof in the Counties of *Lincoln* and *Nottingham*, or one of them, and the capital Meſſuage or Manſion-Houſe of him the ſaid *Abel Aſton* Party hereunto in *Eaſtkirk* aforeſaid, commonly called *Eaſtfield*, now in the Tenure or Occupation of the ſaid *Dudley Diggs*, with the Buildings, Park, Ground and Hereditaments thereunto belonging or appertaining, or therewith uſed or enjoyed, and divers Meſſuages, Farms, Lands, Tenements, Tithes, Wood-Grounds and Hereditaments in *Eaſtkirk*, *Eaſtland* and *Eaſthill*, ſome or one of them in the ſaid County of *Lincoln* in the ſaid Indentures particularly mentioned and deſcribed, with their Appurtenances, and all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Abel Aſton* Party hereunto, in the ſaid Places laſt named, every or any of them, or in any Town or Towns, or Place or Places, to them or any of them near or adjoining. And whereas by Indenture bearing Date the ninth Day of *June*, which was in the Year of our Lord 1702, and made or mentioned to be made between the ſaid *Charles Aſton*, of the firſt Part, Sir *George Green* of, *&c.* Bart. and *Henry Hart* of, *&c.* Eſq; both ſince deceaſed, of the ſecond Part, and *John Jones* and *Lewis Long*, of the third Part, in Conſideration of the Sum of 2000 *l.* in the ſame Indenture mentioned to be paid to the ſaid *Charles Aſton*, by the ſaid Sir *George Green*, and *Henry Hart*, the ſaid *Charles Aſton* did grant, bargain and ſell the ſaid Manor, and moſt Part of the ſaid Meſſuages, Farms, Lands, Tenements, Tithes, Wood-Grounds, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid Sir *George Green* and *Henry Hart*, their Executors, Adminiſtrators and Aſſigns,

The Purchaſe, by Deeds of Leaſe, Releaſe, and Bargain and Sale, recited;

and Fine and Recovery ſo levied, *&c.*

And the Deed of the Vendor's Grandfather, whereby the Mortgage-Term was raiſed, with the Uſes thereof.

from the Day next before the Day of the Date of the ſame Indenture, for the Term of five hundred Years, without Impeachment of Waſte, by way of Mortgage, under a Proviſo to be void on Payment of the Sum of 2000 *l.* principal Money, and Intereſt for the ſame, at the Rate of 5 *l. per Cent. per Annum*, by the ſaid *Charles Aſton*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, unto the ſaid Sir *George Green* and *Henry Hart*, their Executors, Adminiſtrators or Aſſigns, at the Days and Times therein for that Purpoſe limited, and long ſince paſt upon the Truſts, and for the Purpoſes therein mentioned or referred to. And

And the Truſt of the Mortgage-Money,

whereas the ſaid principal Sum of 2000 *l.* was Truſt-Money, which at or before the Time of ſecuring the ſame, upon and by Virtue of the ſaid recited Mortgage was intended and agreed to have been laid out in the Purchaſe of Freehold Meſſuages, Lands or Hereditaments, to have been ſettled upon, and for the Benefit of the ſaid *Charles Aſton* and *Mary* his then Wife, and their firſt and other Sons in Tail Male. But afterwards previous to the Marriage of the ſaid *Abel Aſton* ſenior, with the ſaid *Bona Aſton*, it was by Articles of Agreement dated the ſecond Day of *May* 1706, between the ſaid *Charles Aſton* and the ſaid *Abel Aſton* ſenior, of the one Part, and *Nehemiah Nun*, Eſq; and the ſaid *Bona Aſton*, by her then Name of *Bona Nun*, of the other Part, among other Things agreed, that the ſaid mortgaged Manor, Meſſuages, Lands, Hereditaments and Premiſſes, ſhould among other Lands and Hereditaments be ſettled upon, and for the Benefit of the ſaid *Abel Aſton* ſenior, and the ſaid *Bona* his then intended Wife, and their Iſſue, in Manner therein expreſſed, which was afterwards done accordingly, by Indentures of Leaſe and Releaſe dated the firſt and ſecond Days of *June* 1706; And that the ſaid 2000 *l.* ſhould be paid off, with Part of the Portion of her the ſaid *Bona Aſton*, then *Bona Nun*, and that the ſaid *Charles Aſton*, ſhould receive the ſame 2000 *l.* when ſo paid off, to his own Uſe. And by Decree in Chancery, made on or about the eighth Day of *June* in the ſixth Year of the late Queen *Anne*, in a Cauſe between the ſaid *Charles Aſton* and *Mary* his then Wife, Plaintiffs, and the ſaid *Abel Aſton* ſenior, and the ſaid *Bona* his then Wife, and the ſaid Sir *George Green* and *Henry Hart* Defendants, it was *(inter alia)* ordered, That the ſaid 2000 *l.* due on the ſaid mortgaged Manor and Premiſſes ſhould be forthwith paid off with Part of the ſaid *Bona Aſton*'s Portion therein mentioned, and that the ſaid *Abel Aſton* ſenior, and Sir *George Green* and *Henry Hart* ſhould aſſign the ſame 2000 *l.* ſo as the ſaid *Charles Aſton*, his Executors and Adminiſtrators might after the Death of the ſaid *Mary Aſton* diſpoſe thereof as he ſhould think fit for his own Uſe and Benefit; and that the ſaid Mortgage for the ſame ſhould be aſſigned to attend the Uſes and Eſtates in and by the ſaid Articles agreed to be granted and limited of the ſaid mortgaged Manor and Premiſſes. And whereas it is ſuppoſed and alledged, that the ſaid *Charles Aſton*, ſoon after the ſaid Decree, actually received and converted to his own Uſe the ſaid whole Sum of 2000 *l.* out of Part of the ſaid *Bona Aſton*'s Portion, but the ſaid mortgaged Manor and Premiſſes, and the then Reſidue of the ſaid Term of five hundred Years therein were not thereupon, nor at any Time afterwards, aſſigned according to the Direction of the ſaid Decree, to attend the Inheritance of the ſame Premiſſes, and the Uſes and Eſtates thereof, by the ſaid Articles agreed to be granted or limited, and which by the ſaid laſt mentioned Indentures of Leaſe and Releaſe were thereof granted or limited accordingly. And whereas upon the moſt diligent Search for the ſaid recited Indenture of Mortgage the ſame cannot at preſent be found, nor can any Diſcovery be made what is become thereof; and therefore previous to the ſaid recited Conveyance of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes, by and from the ſaid *Abel Aſton* Party hereunto, unto and to the Uſe of the ſaid *Dudley Diggs*, his Heirs and Aſſigns as aforeſaid, the ſaid *Abel Aſton* Party hereunto did undertake and agree to free, defend, ſave harmleſs and keep indemnified the ſaid *Dudley Diggs*, his Heirs and Aſſigns, and the ſame Manor, Meſſuages, Lands, Hereditaments and Premiſſes, and every Part thereof, of, from and againſt the ſaid recited Mortgage, and all principal Monies and Intereſt which at any Time hereafter ſhall appear, or be claimed, or pretended to be due thereupon, and of, from and againſt all Suits commenced or to be commenced or brought on account thereof, and all Loſs, Coſts, Charges, Damages and Expences to be ſuſtained or occaſioned thereby in manner herein after mentioned. Now this Indenture witneſſeth, That in

and Deeds of Leaſe and Releaſe purſuant to the Articles, and a Decree in Chancery.

to aſſign the Mortgage-Money ſubject to the Diſpoſal of the Vendor's Grandfather after the Death of his then Wife, and the Term to attend the Inheritance.

and that it is ſuppoſed the Grandfather received the whole Money, but the Term was not aſſigned to attend the Inheritance,

nor can be found,

and that the Vendor had agreed to indemnify the Purchaſer againſt it.

purſuance

purſuance of the ſaid laſt recited Undertaking and Agreement, and in conſideration of the Premiſſes, he the ſaid *Abel Aſton* Party hereunto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Dudley Diggs*, his Heirs and Aſſigns, that he the ſaid *Abel Aſton* Party hereunto, his Heirs, Executors and Adminiſtrators, or ſome of them, ſhall and will from Time to Time, and at all Times hereafter, free, defend, ſave harmleſs, and keep indemnified him the ſaid *Dudley Diggs*, his Heirs and Aſſigns, and every of them, and the ſaid Manor, capital Meſſuage, Meſſuages, Farms, Lands, Tenements, Tithes, Wood-Grounds, Hereditaments and Premiſſes ſo to him and them conveyed as aforeſaid, and every Part thereof, of, from and againſt the ſaid recited Indenture of Mortgage, and all meſne Aſſignment or meſne Aſſignments made or pretended to be made thereof, except an Aſſignment already made or mentioned to be made of the ſame, by the Executors of the ſaid *Henry Hart*, the ſurviving Truſtee therein named, unto *Peter Pullen*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Dudley Diggs*, his Heirs and Aſſigns, and alſo of, from and againſt all principal Monies and Intereſt which at any Time hereafter ſhall appear to be due or owing, or ſhall be claimed, or pretended to be due or owing unto the Executors, Adminiſtrators, Creditors or Aſſigns of the ſaid *Charles Aſton*, or any other Perſon or Perſons whomſoever, upon or by Virtue of or under the ſaid Mortgage, or any Aſſignment or Aſſignments thereof, except as aforeſaid, and alſo of, from and againſt all Actions, Suits, Trials, Entries, Ejectments, Evictions, Claims and Demands whatſoever already had, made, commenced, brought or proſecuted, or hereafter to be had, made, commenced, brought or proſecuted by the ſaid Executors, Adminiſtrators, Creditors or Aſſigns of the ſaid *Charles Aſton*, or any other Perſon or Perſons whomſoever claiming, or deriving, or pretending to claim or derive any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid Manor, capital Meſſuage, Meſſuages, Lands, Tenements, Tithes, Wood-Grounds, Hereditaments and Premiſſes, or any of them, or any Part thereof, by Virtue of, or under the ſaid Mortgage, or any meſne Aſſignment or Aſſignments thereof, except as aforeſaid, and of, from and againſt all Loſs, Coſts, Charges, Damages and Expences, which he the ſaid *Dudley Diggs*, his Heirs and Aſſigns, or any of them, ſhall ſuſtain, expend, or be put unto, for or by reaſon, or on account of any ſuch Action, Suit, Trial, Entry, Ejection, Eviction, Claim or Demand as aforeſaid. In witneſs, *&c.*

The Covenant to indemnify the Purchaſer.

Deed of Covenant to levy a Fine to corroborate a Mortgage for Years to ſecure ſeveral Sums to a Man and his Wife, and two more; the ſame Lands, &c. *having before been mortgaged in Fee to the ſame Perſons, and to one more who is paid off. The Uſe (ſubject to the Mortgage) to the Mortgagor in Fee.* N° 9.

THIS Indenture tripartite, made the fourth Day of *May* 1729, and in the ſecond Year of the Reign of our Sovereign Lord *George* the Second, *&c.* between *Amos Archer* of, *&c.* and *Beatrix* his Wife, *Clement Cary*, of, *&c.* and *Diana* his Wife, and *Eve Ellis* and *Flora Ellis* of, *&c.* Spinſters, (which ſaid *Beatrix* Wife of the ſaid *Amos Archer*, *Diana* Wife of the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis*, are the Daughters of *Guy Ellis* of, *&c.* Merchant) of the firſt Part, the ſaid *Guy Ellis* of the ſecond Part, and *Hugh Hill* of, *&c.* of the third Part. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the firſt and ſecond Days of *April* which was in the Year of our Lord 1722, and made or mentioned to be made between the ſaid *Guy Ellis* of the one Part, and the ſaid *Eve Ellis* and *Flora Ellis*, and the ſaid *Beatrix* now Wife of the ſaid *Amos Archer*, and the ſaid *Diana* now Wife of the ſaid *Clement Cary*, by their then Names of *Beatrix Ellis* and *Diana Ellis*, of the other Part, in conſideration of the Sum of 2000 *l. viz.* 500 *l.* a-piece therein mentioned to be paid by the ſaid *Eve*, *Flora*, *Beatrix* and *Diana Ellis*, unto the ſaid *Guy Ellis*, he the ſaid *Guy Ellis* did grant, releaſe and convey unto the ſaid *Eve Ellis*, *Flora Ellis*, *Beatrix Ellis* and *Diana Ellis*, their Heirs and Aſſigns, all that Brick Meſſuage or Tenement then lately erected and built by him the ſaid *Guy Ellis*, together with all Houſes, Outhouſes, Edifices,

Indentures of Leaſe and Releaſe recited, being a former Mortgage in Fee to the Mortgagor's four Daughters.

Edifices, Buildings, Yards, Gardens, Orchards, Grounds, Fiſh-Ponds, and other Hereditaments and Appurtenances thereunto belonging or appertaining, or therewith uſed, occupied, poſſeſſed or enjoyed, ſituate, lying or being at *Judall* in the Pariſh of *Kenyon*, in the County of *Lincoln*, and then or then late in the Poſſeſſion or Occupation of him the ſaid *Guy Ellis*, his Under-tenants or Aſſigns; and alſo, all that Meſſuage, Tenement or Farm-Houſe, and one Garden, one Orchard and thirty Acres of Land, with the Appurtenances thereunto belonging, or therewith uſed, called by the Name of *Mowhill*, thentofore in the Tenure or Occupation of *Nahum Nun*, and then or then late of *Oliver Oates*, and all that Freehold, Wood or Wood-Ground, containing by Eſtimation five Acres, more or leſs, thentofore in the Occupation of *Peter Proud*, Gent. and then or then late of the ſaid *Oliver Oates*, and all that Meſſuage or Tenement and Garden, with the Appurtenances thereunto belonging, or therewith uſed, called or known by the Name or Sign of the *Black Swan*, ſituate and being at *Judall* aforeſaid, thentofore in the Occupation of *Robert Reeves*, and then or then late of *Simon Smart*. [*Here follow ſeveral more Parcels.*] All which ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, are ſituate, lying and being in the ſaid Pariſh of *Kenyon* in the ſaid County of *Lincoln*, and all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever, then of him the ſaid *Guy Ellis*, ſituate, lying and being within the ſaid Pariſh of *Kenyon* or elſewhere in the ſaid County of *Lincoln*, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To hold unto the ſaid *Eve Ellis*, *Flora Ellis*, *Beatrix Ellis* and *Diana Ellis*, their Heirs and Aſſigns, under a Proviſo in the ſaid Indenture of Releaſe contained, for Redemption of the Premiſſes, on Payment by the ſaid *Guy Ellis*, his Heirs, Executors or Adminiſtrators, of the principal Sum of 2000 *l.* *viz.* 500 *l.* a-piece unto them the ſaid *Eve*, *Flora*, *Beatrix* and *Diana Ellis*, or their reſpective Executors, Adminiſtrators or Aſſigns, with Intereſt for the ſame, in ſuch Manner and at ſuch Time as is therein mentioned for that Purpoſe, and which is long ſince paſt, as in and by the ſaid recited Indentures, Relation being thereunto had, may more fully and at large appear.

Recital that Part is paid to the Huſband of one of them,

And whereas the ſaid *Guy Ellis* hath already paid to the ſaid *Amos Archer* the Sum of 300 *l.* of lawful Money of *Great Britain*, in part of the principal Money, and alſo all Intereſt due and owing to him in Right of his ſaid Wife, on the ſaid recited Security, which he doth hereby acknowledge, ſo that there now only remains due and owing to him the ſaid *Amos Archer* in Right of his ſaid Wife, for Principal and Intereſt on the ſaid recited Security the Sum of 200 *l.* and no more,

and Intereſt only has been paid to the other three,

which he the ſaid *Guy Ellis*, at the Deſire and Requeſt of the ſaid *Amos Archer* hath agreed to pay off and diſcharge. And whereas no part of the principal Monies ſecured to them the ſaid *Eve*, *Flora* and *Diana Ellis* on the ſaid recited Mortgage hath yet been paid off or ſatisfied, but all Intereſt for the ſame hath been paid until the Day of the Date hereof, ſo that there now only remains due to them the ſaid *Eve* and *Flora Ellis*, and to the ſaid *Clement Cary* in Right of the ſaid *Diana* his Wife, on the ſaid recited Security, the Sum of 500 *l.* a-piece, making together 1500 *l.* principal Money, the Repayment whereof, with Intereſt, is ſtill to remain ſecured on the Premiſſes, in Manner herein after mentioned.

Covenant,

Now this Indenture witneſſeth, That for and in conſideration of the Sum of 200 *l.* of lawful Money of *Great-Britain* to the ſaid *Amos Archer* and *Beatrix* his Wife, or one of them in hand paid by the ſaid *Guy Ellis*, at or before the Enſealing and Delivery of theſe Preſents, in full Payment, Diſcharge and Satisfaction of and for all principal Monies and Intereſt now due and owing to them the ſaid *Amos Archer* and *Beatrix* his Wife, or either of them, on the ſaid recited Mortgage and Security, the Receipt and Payment of which ſaid Sum of 200 *l.* accordingly they the ſaid *Amos Archer* and *Beatrix* his Wife, do hereby acknowledge, and thereof, and of every Part thereof, do acquit, releaſe and diſcharge the ſaid *Guy Ellis*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and for ſecuring to them the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis* the Repayment of the ſaid principal Sum of 1500 *l.* ſo remaining due to them as aforeſaid, together with Intereſt for the ſame, in the Proportions and Manner herein after expreſſed; and alſo for and in conſideration of the Sum of 5 *s.* of like Money to the ſaid *Clement Cary*, *Eve* and *Flora Ellis*, in hand paid by the ſaid *Guy*

Ellis, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, it is hereby mutually covenanted, concluded and agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *Amos Archer* for himſelf and the ſaid *Beatrix* his Wife, his and her Heirs, Executors and Adminiſtrators, and the ſaid *Clement Cary* for himſelf and the ſaid *Diana* his Wife, his and her Heirs, Executors and Adminiſtrators, and the ſaid *Eve Ellis* and *Flora Ellis* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators do, and each and every of them doth hereby covenant, promiſe, grant and agree to and with the ſaid *Guy Ellis*, his Heirs and Aſſigns, that they the ſaid *Amos Archer* and *Beatrix* his Wife, *Clement Cary* and *Diana* his Wife, *Eve Ellis* and *Flora Ellis*, ſhall and will, at the proper Coſts and Charges of the ſaid *Guy Ellis*, his Heirs or Aſſigns, before the End of *Trinity* Term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *Sur Conuzance de droit come ceo, &c.* whereupon Proclamations ſhall be made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes uſed, unto the ſaid *Guy Ellis* and his Heirs, of all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought fit; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents to be and enure to the Uſes following; that is to ſay, To the Uſe of the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of five hundred Years from henceforth next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, ſubject to the Proviſo or Condition herein after contained for making void the ſame Term; and from and after the End, Expiration, or other ſooner Determination of the ſame Term, To the Uſe of the ſaid *Guy Ellis*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever: Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that if the ſaid *Guy Ellis*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis*, or their reſpective Executors, Adminiſtrators or Aſſigns, at or in the common Dining Hall of *Lincoln's Inn* in the County of *Middleſex*, the full and juſt Sum of 1537*l.* 10*s.* of lawful Money of *Great Britain*, on the fourth Day of *November* next enſuing the Date hereof, without any Deduction or Abatement out of the ſame or any Part thereof, for or in reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Cauſe or Thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the Premiſſes or any of them, or upon the ſaid *Clement Cary*, *Eve* and *Flora Ellis*, or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, for or in reſpect thereof, by Authority of Parliament or otherwiſe howſoever, in the Proportions following; that is to ſay, Unto the ſaid *Clement Cary*, his Executors, Adminiſtrators or Aſſigns, the Sum of 512*l.* 10*s.* Part thereof; unto the ſaid *Eve Ellis*, her Executors, Adminiſtrators or Aſſigns, the Sum of 512*l.* 10*s.* other Part thereof; and unto the ſaid *Flora Ellis*, her Executors, Adminiſtrators or Aſſigns, the Sum of 512*l.* 10*s.* Reſidue of the ſaid Sum of 1537*l.* 10*s.* then in ſuch Caſe, and at all Times from thenceforth, the ſaid Term of five hundred Years ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any thing herein before contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Guy Ellis* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators,

to levy a Fine *come ceo.*

The Uſes declared,

for five hundred Years, determinable, *&c.*

Proviſo to be void on Payment, *&c.*

In ſeveral Proportions,

Covenant that the Mortgagor will pay, ſtrators, covenant, promiſe, grant and agree to and with each of them the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis* reſpectively, and their reſpective Executors, Adminiſtrators and Aſſigns, in Manner and Form following; that is to ſay, That he the ſaid *Guy Ellis*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto them the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis* reſpectively, or their reſpective Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 1537*l.* 10*s.* at ſuch Time and Place, and in ſuch Parts, Shares and Proportions, Manner and Form as are herein before mentioned for Payment thereof, without any Deduction or Abatement for Taxes or otherwiſe as aforeſaid, according to the Purport of the laſt mentioned Proviſo, and the true Intent and

and for Poſſeſſion to the Mortgagees on Default of Payment, Meaning of theſe Preſents. And further, that they the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis*, their Executors, Adminiſtrators and Aſſigns, ſhall or lawfully may from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 1537*l.* 10*s.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame and the true Intent and Meaning of theſe Preſents, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and receive and take the Rents and Profits thereof, to and for their own Uſe and Benefit, for and during all the then Reſt and Reſidue of the ſaid Term of five hundred Years therein, without the lawful

free from Incumbrances, Lett, Suit, Trouble, or Interruption of or by the ſaid *Guy Ellis*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Guy Ellis*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions; and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, committed or ſuffered, or to be had, made, committed or ſuffered by the ſaid *Guy Ellis*, his Heirs

except an outſtanding Term for Years. or Aſſigns, or by any other Perſon or Perſons whomſoever; other than and except one Indenture bearing Date on or about the firſt Day of *June* which was in the Year of our Lord 1691, and made or mentioned to be made between *Lucy Lun* Widow and Relict of *Lewis Lun*, Eſq; deceaſed, and *Lancelot Lun*, Eſq; Son and Heir and Executor of the ſaid *Lewis Lun*, of the one Part, and *Matthew Mann* then of *Hackney* in the County of *Middleſex*, Eſq; ſince deceaſed, of the other Part, whereby the ſaid *Lucy Lun*, for the Conſiderations therein mentioned, did demiſe (among other Things) the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or the moſt Part thereof, unto the ſaid *Matthew Mann*, his Executors, Adminiſtrators and Aſſigns, from the Day of the Date thereof, for the Term of two hundred Years, ſubject to ſuch Equity of Redemption as therein is mentioned,

The Reſidue of which has been aſſigned in Truſt for the four Daughters Parties to this Deed, the Reſidue of which ſaid Term was by Writing or Deed Poll bearing even Date with the ſaid recited Indenture of Releaſe, and indorſed on one Indenture tripartite, bearing Date the tenth Day of *May* 1695, and made or mentioned to be made between *Maurice Mann*, Eſq; ſurviving Executor of the ſaid *Matthew Mann*, and *Noah Mann*, Eſq; and *Mary Mann*, Spinſter, younger Children of the ſaid *Matthew Mann*, deceaſed, of the firſt Part, the ſaid *Lancelot Lun*, of the ſecond Part, and *Oliver Oldys*, Merchant, ſince deceaſed, and the ſaid *Guy Ellis*, of the third Part, aſſigned, or mentioned or intended to be aſſigned by *Peter Pym*, Eſq; one of the Executors of *Oliver Oldys*'s Widow, deceaſed, who was ſole Executrix of the ſaid *Oliver Oldys*, unto *Robert Rich*, Gent. his Executors, Adminiſtrators and Aſſigns, in Truſt and for the Benefit of the ſaid *Eve*, *Flora*, *Beatrix* and *Diana Ellis*, in equal Shares and Proportions, and their reſpective Executors, Adminiſtrators and Aſſigns, ſubject to the Equity of Redemption in the ſaid recited Indenture of Re-

henceforth to be in Truſt for the three Parties who are not paid off until Payment. leaſe mentioned. And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid *Robert Rich*, his Executors, Adminiſtrators and Aſſigns, ſhall from henceforth ſtand poſſeſſed of the Reſidue of the ſaid Term of two hundred Years, in Truſt and for the Benefit of the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis*, in equal Shares and Proportions, and their reſpective Executors, Adminiſtrators and Aſſigns, ſubject to the Equity of Redemption in theſe Preſents

ſents contained for Redemption of the Premiſſes, on Payment of the ſaid 1537*l.* 10*s.* in the Proportions and Manner aforeſaid. And moreover, that he the ſaid *Guy Ellis* and his Heirs, and all and every other Perſon or Perſons having, or lawfully claiming, or which ſhall or may have, or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, ſhall and will from Time to Time, and at all Times, from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 1537*l.* 10*s.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo, and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis*, or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, to the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis*, their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid Term of five hundred Years therein, freed and abſolutely diſcharged of and from the aforeſaid Proviſo herein contained, and all other Proviſoes and Agreements for Redemption of the Premiſſes, or any Part thereof, and all Equity thereupon, as by the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis*, or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, or their or any of their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required. And the ſaid *Amos Archer* doth hereby for himſelf, and the ſaid *Beatrix* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Guy Ellis*, his Heirs and Aſſigns, that he the ſaid *Amos Archer* and *Beatrix* his Wife, or either of them, have not, nor hath at any Time heretofore done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby, or by means whereof the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. And it is hereby declared and agreed by and between the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis*, and the ſaid *Guy Ellis*, That in the mean Time, and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 1537*l.* 10*s.* or ſome Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *Guy Ellis* and his Heirs, peaceably and quietly to have, hold and enjoy the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Lett, Suit, Trouble or Interruption, of or by the ſaid *Clement Cary Eve Ellis* and *Flora Ellis*, or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming, or to claim from, by or under them, or any of them. And Laſtly, It is hereby mutually covenanted, concluded, declared and agreed by and between the ſaid *Clement Cary*, *Eve Ellis* and *Flora Ellis*, that no Benefit of Survivorſhip ſhall be had or taken by them, or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, in reſpect of the ſaid Term of five hundred Years. But that the Survivors and Survivor of them, his or their Executors and Adminiſtrators, ſhall ſtand poſſeſſed of the ſame Term, in Truſt and for the Benefit of the reſpective Executors, Adminiſtrators or Aſſigns, of him, her or them firſt dying, for ſecuring the Payment of the reſpective Share or Shares of him, her or them ſo dying, of and in the ſaid 1537*l.* 10*s.* according to the Purport of the aforeſaid Proviſo and Covenant herein before contained for Payment thereof, and the true Intent and Meaning of theſe Preſents, and until the ſame ſhall be paid accordingly, any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, *&c.*

The Mortgagor covenants to make further Aſſurances.

And the Party who is paid off covenants for himſelf and Wife, that neither of them hath done any Thing to impeach the Title, *&c.*

The Mortgagor to enjoy until Failure of Payment.

No Benefit of Survivorſhip among the Mortgagees.

A Deed

N° 10. ***A Deed of Covenant after Marriage to levy a Fine; and declaring the Uſes of it to be the ſame as comprized in a Settlement before Marriage. This is in purſuance of a Covenant in the Settlement for further Aſſurance.***

THIS Indenture tripartite, made the firſt Day of *May* 1719, and in the fifth Year of the Reign of our Sovereign Lord *George*, *&c.* between *Auſtin Allen* of *Bourn* in the County of *Cardigan*, Eſq; Son and Heir of *Denzil Allen* late of *Bourn* aforeſaid, Eſq; deceaſed, of the firſt Part, *Edward Allen* and *Fulk Allen*, Gent. two of the younger Brothers of the ſaid *Auſtin Allen*, and younger Sons of the ſaid *Denzil Allen*, of the ſecond Part, and *Gregory Gale* of *Herndon* in the County of *Kent*, Eſq; and *Lionel Lacy* of *Morborn* in the ſaid County of *Cardigan*, Gent. of the third Part, witneſſeth, That in purſuance of a Covenant for a further Aſſurance mentioned and contained in certain Indentures quadrupartite, bearing Date the fourth Day of *February* which was in the Year of our Lord 1712, and made or mentioned to be made between the ſaid *Denzil Allen* and *Olivia* his Wife, and the ſaid *Auſtin Allen* by the Name of *Auſtin Allen*, Gent. of the firſt Part, the ſaid *Gregory Gale* and *Lionel Lacy*, of the ſecond Part, *Peter Powis* of *Querne* in the Pariſh of *Radſtone* in the County of *Surry*, Eſq; and *Titus Tall* of *Upſhot* in the ſaid County of *Cardigan*, Gent. of the third Part, and *William Wall* of *Yafford* in the ſaid Pariſh of *Radſtone*, Eſq; ſince deceaſed, and *Zara Wall*, Spinſter, Daughter of the ſaid *William Wall*, of the fourth Part, purporting a Settlement upon the Marriage (then intended, and ſince had and ſolemniſed) between the ſaid *Auſtin Allen* and the ſaid *Zara* now his Wife, and for docking and barring of Eſtates Tail, and all Reverſions and Remainders thereupon expectant of and in the Manor, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, and for corroborating, ſtrengthening and confirming the aforeſaid Settlement, and the ſeveral Uſes therein expreſſed and declared of and concerning the ſame Manor, Meſſuages, Lands, Tenements and Hereditaments, they the ſaid *Edward Allen* and *Fulk Allen*, at the ſpecial Inſtance and Requeſt of the ſaid *Auſtin Allen* (teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Gregory Gale* and *Lionel Lacy*, their Heirs, Executors and Adminiſtrators, that they the ſaid *Edward Allen* and *Fulk Allen* ſhall and will at the Coſts and Charges of the ſaid *Auſtin Allen* or his Heirs, on this Side and before the End of *Eaſter* Term next enſuing the Date hereof, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *Sur Conuzance de droit come ceo*, *&c.* whereupon Proclamations ſhall be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes uſed and accuſtomed, unto the ſaid *Gregory Gale* and *Lionel Lacy*, or the Survivor of them, and the Heirs of one of them, of all that the Manor of *Alſtanton* in the County of *Bucks*, and of all Houſes, Barns, Stables, Pigeon-Houſes, Buildings, Lands, Tenements, Meadows, Feedings, Paſtures, Timber-Trees, Trees, Woods, Underwoods, Coppices, Commons, Common of Paſture, Ways, Eaſements, Royalties, Courts, Courts-Leet, Courts-Baron, Profits, Commodities, Privileges, Advantages, Emoluments and Hereditaments whatſoever to the ſame Manor belonging, or therewith had, held, uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, deemed, taken or known to be Part, Parcel or Member thereof, or of any Part thereof, with their and every of their Appurtenances; which ſaid Manor and Premiſſes were heretofore purchaſed by *Auſtin Allen* late of the *Middle Temple*, *London*, Eſq; deceaſed, of *Clement Carr*, Eſq; and others, and contain together by Eſtimation five hundred Acres, be the ſame more or leſs; and alſo of all that the capital Meſſuage or Manſion-Houſe of *Dilton*, and of all Barns, Stables, Coach-Houſes, Out-Houſes, Buildings, Orchards, Gardens, and other Appurtenances thereunto belonging in the ſaid County of *Bucks*; and alſo of the Pigeon-Houſe, Cloſe, and of the Cloſe called the *Ends*, containing by Eſtimation forty Acres, more or leſs, and of the Cloſes

A Covenant for further Aſſurances in a Marriage Settlement recited.

The Covenant to levy a Fine.

The Parcels.

Cloſes called *Foynton* and *Gratley*, containing together ſixty Acres, be the ſame more or leſs, and of nine Acres of Arable Land in *Hadfield*; which ſaid Cloſes and Grounds were formerly in the Poſſeſſion of *John Jell*, his Aſſigns or Undertenants; and alſo of one Coppice called *Dilton* Coppice, containing by Eſtimation ſeventy Acres more or leſs; and of all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, with their and every of their Appurtenances within the ſaid County of *Bucks*, now in Jointure to the ſaid *Zara Allen*, by the Names of the Manor of *Alſtanton*, with the Appurtenances, and of four Meſſuages, one Malt-Houſe, one Dove-Houſe, two Gardens, two Orchards, ſix hundred Acres of Land, ſixty Acres of Meadow, four hundred Acres of Paſture, ninety Acres of Wood, forty Acres of Furze and Heath, and thirty Acres of Moor, with the Appurtenances, in *Alſtanton*, *Dilton*, *Ketten End*, *Ketten Head*, *Lenchild* and *Moleſey* in the ſaid County of *Bucks*, or by ſuch other apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions, to aſcertain the ſame as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manor, or at any other Time or Times levied or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them, are, or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant, and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, to be and enure unto and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under, and ſubject to ſuch Proviſoes, Limitations and Agreements, as in and by the ſaid quadrupartite Indentures of Settlement are mentioned, expreſſed and declared, of and concerning the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes reſpectively, and to, for or upon no other uſe Uſe, Truſt, Intent or Purpoſe whatſoever. In witneſs, *&c.*

The Uſes declared to be thoſe contained in the Marriage Settlement.

Deed of Covenant to levy a Fine and declare the Uſes to make good a Leaſe by Huſband and Wife, made in purſuance of a Decree in Chancery; with proper Recitals. N° 11.

THIS Indenture tripartite, made the tenth Day of *November Anno Domini* 1726, and in the thirteenth Year of the Reign, *&c.* between *Abel Alkin* of, *&c.* Wine-cooper, and *Bona* his Wife, of the firſt Part, *Bernard Brown* of, *&c.* Inn-holder, and *Caleb Carr* of *&c.* Gent. of the ſecond Part, and *Denzil Dent* of, *&c.* Gent. of the third Part. Whereas by a Decree or decretal Order of the High Court of Chancery made and pronounced on or about the twenty-eighth Day of *January* now laſt paſt, on the Hearing of two croſs Cauſes, the one between the ſaid *Denzil Dent* Plaintiff, and the ſaid *Abel Alkin* and *Bona* his Wife, and one *Edmund Ent*, Defendants, and the other between the ſaid *Abel Alkin* Plaintiff, and the ſaid *Denzil Dent* and *Denzil Dent* junior, Defendants, it was (among other Things) ordered and decreed that the ſaid *Abel Alkin* ſhould make and execute unto the ſaid *Denzil Dent* ſenior, a Leaſe of certain Mills and Hereditaments therein mentioned or referred to, purſuant to one Indenture dated on or about the eighth Day of *October* 1711, between the ſaid *Abel Alkin*, of the one Part, and the ſaid *Denzil Dent* ſenior, and one *Fulk Fry* then of, *&c.* Corn-Factor, ſince deceaſed, of the other Part, whereby the ſaid Mills and Heredi-ments (being the Mills and Hereditaments herein after particularly mentioned, or Part thereof) were agreed to be leaſed by the ſaid *Abel Alkin* to the ſaid *Denzil Dent* ſenior and *Fulk Fry*, within three Months after the Deceaſe of *Gertrude Alkin* Widow, therein named (who departed this Life on the ſixteenth Day of *October* 1723, for the Term of thirty-one Years) at and under the yearly Rent of 150*l.* and ſuch Covenants and Agreements as in the ſaid Indenture were in that Behalf mentioned and agreed upon; and by the ſaid Decree it was further ordered, that

Decree in Chancery recited,

to execute a Leaſe of ſome Mills, *&c.*

and that Husband and Wife ſhould join in a Fine and Recovery to confirm the ſame.

for the Purpoſe aforeſaid, the ſaid *Abel Alkin* and *Bona* his Wife ſhould join in a Fine and Common Recovery to confirm and perfect the ſaid Leaſe, as by the ſaid Decree and Indenture, Relation being thereunto reſpectively had, may (among other Things) more fully and at large appear. And whereas by Indenture bearing even Date herewith, the ſaid *Abel Alkin* and *Bona* his Wife, in Purſuance of and Obedience to the ſaid Decree, have leaſed the ſaid Mills, Hereditaments and Premiſſes, or Part thereof, with their Appurtenants, unto the ſaid *Denzil Dent* ſenior (in whom the Intereſt of the ſaid *Fulk Fry* is veſted by Survivorſhip or otherwiſe) his Executors, Adminiſtrators and Aſſigns, for the Term of thirty-one Years, commencing and to be accounted from the twenty-fifth Day of *March* which was in the Year of our Lord 1725, at and under the yearly Rent of 150*l.* (payable Quarterly) and ſuch Covenants and Agreements as in the ſame Leaſe are mentioned and contained, as by the ſaid Indenture of Leaſe, Relation being thereunto had, may more fully appear. And whereas the ſaid *Abel Alkin* and *Bona* his Wife, and *Denzil Dent* ſenior are adviſed, and have agreed that a Fine to be levied by them the ſaid *Abel Alkin* and *Bona* his Wife of the ſaid leaſed Premiſſes, in Manner herein after mentioned, will be ſufficient of itſelf to confirm and make good and effectual the ſaid Leaſe ſo made as aforeſaid, and that a Recovery is not for that Purpoſe neceſſary. Now this Indenture witneſſeth, That in further Purſuance of, and Obedience to the ſaid recited Decree, and in Purſuance and Performance of the ſaid Agreement between the ſaid *Abel Alkin* and *Bona* his Wife, and *Denzil Dent* ſenior, and for corroborating, confirming and perfecting the ſaid recited Indenture of Leaſe, and for ſettling and aſſuring the ſaid Mills and Hereditaments herein after particularly mentioned, with their Appurtenances (ſubject to the ſaid Leaſe) to and for ſuch Uſes and Purpoſes, and in ſuch Manner as are herein after mentioned, expreſſed and declared of and concerning the ſame, and for other good Cauſes and Conſiderations them the ſaid *Abel Alkin* and *Bona* his Wife hereunto moving, he the ſaid *Abel Alkin* doth hereby for himſelf and the ſaid *Bona* his Wife, and his Heirs, covenant, promiſe, grant and agree to and with the ſaid *Bernard Brown* and *Caleb Carr* and their Heirs, that they the ſaid *Abel Alkin* and *Bona* his Wife ſhall and will at the Coſts and Charges of the ſaid *Abel Alkin*, before the End of *Michaelmas* Term next enſuing the Date hereof, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *Sur Conuzance de droit come ceo*, &c. whereupon Proclamation ſhall and may be had and made, according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Bernard Brown* and *Caleb Carr*, or the Survivor of them, and the Heirs of one of them, of all thoſe ſeveral Water Corn-Mills, and of all that Rape-Seed Oil-Mill ſituate on the North Side of the ſaid Corn-Mills, and of all that Thimble-Mill ſituate on the South Side of the ſaid Corn-Mills with their reſpective Appurtenances, which ſaid Mills are commonly called or known by the Name or Names of *Hayn Mills*, and are ſituate, ſtanding and being in *Hayn* in the County of *Kent*; and alſo of all the Millſtones, Bins, Tackle, and other the Materials, Utenſils and Implements whatſoever to or with the ſaid Mills, every or any of them belonging, appertaining, uſed or enjoyed; and alſo of all the Lock, Winch Waters, Fiſhings, Eyotts and Oſier Plot to or with the ſame Mills, every or any of them now or late belonging, uſed, imployed or enjoyed, and of all thoſe Water-Works or Water-Mills, Mill-Houſes, Edifices and Buildings, with their and every of their Appurtenances; and alſo of the Fiſhing of *Lede River*, &c. all which Premiſſes, or moſt Part thereof, are comprized in the ſaid Leaſe to the ſaid *Denzil Dent* ſenior; and alſo of all Houſes, Out-Houſes, Foundaries, Work-Houſes, Store-Houſes, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Backſides, Bucks, Wears, Wiers, Waters, Fiſhings, Commons, Profits, Commodities and Appurtenances whatſoever, to the ſaid Dwelling-Houſe, Mills, Lands, Hereditaments and Premiſſes, or any of them, or any Part thereof belonging or appertaining, or therewith, or with any Part thereof uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member thereof, or of any Part thereof; and alſo of all other the Meſſuages, Mills, Lands and Hereditaments whatſoever of him the ſaid *Abel Alkin* in *Hayn* aforeſaid, with their and every of their Appurtenances, by the Names an dDeſcriptions of [*Here the Parcels*]

The Leaſe recited, bearing even Date herewith,

and that a Recovery is not neceſſary.

Covenant to levy the Fine, and to what Intent, &c.

with the Appurtenances in *Hayn*, or by ſuch other Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied, or to be levied and acknowledged, and all and every other Fine and Fines, Common Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed, of the ſaid Dwelling-Houſe, Mills, Lands, Hereditaments, and other the Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies ſhall be and enure, and ſhall be adjudged and deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and the Conuzee or Conuzees in the ſaid Fine or Fines named or to be named, and his and their Heirs ſhall ſtand and be ſeiſed of the ſaid Dwelling-Houſe, Mills, Lands, Hereditaments and Premiſſes in the ſaid Fine or Fines to be comprized, and of every Part thereof, to and for ſuch Uſes and Purpoſes, and in ſuch Manner as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, As to ſuch Part, and ſo much of the Premiſſes as are comprized in the ſaid recited Indenture of Leaſe, in the firſt place for corroborating and ſtrengthening, and confirming the ſaid Indenture of Leaſe, and the ſaid Term of thirty-one Years thereby leaſed (ſubject nevertheleſs to the Rent, Covenants and Agreements in the ſame Indenture reſerved and contained, and which on the Tenants or Leſſees Part are to be paid, done and performed, according to the true Intent and Meaning of the ſame Indenture. And as to the ſame Premiſſes, from and after the End, Expiration, or other ſooner Determination of the ſaid Leaſe and Term, and in the mean Time ſubject thereto.) And as to ſuch Part, and ſo much of the Premiſſes (if any ſuch there be) as are not comprized in the ſaid Leaſe and Term, from and immediately after the Levying and Perfecting of the ſaid Fine or Fines ſo covenanted to be levied as aforeſaid, to the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, Uſes, Intents and Purpoſes, and in ſuch Manner and Form, with or without Power of Revocation, as they the ſaid *Abel Alkin* and *Bona* his Wife ſhall at any Time or Times hereafter during their Joint-Lives, by any Deed or Deeds, or Writings, under both their Hands and Seals, atteſted by two or more credible Witneſſes, direct, limit or appoint; and in default of, and until ſuch Direction, Limitation and Appointment as aforeſaid, and in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, then to the Uſe and Behoof of the ſaid *Abel Alkin* and *Bona* his Wife, their Heirs and Aſſigns for ever. In witneſs, *&c.*

and how to enure.

A Covenant by Deed Poll to produce Deeds (mentioned in a Schedule) to protect a Purchaſe. This is from a Vendor to a Purchaſer of a Share in the New-River, &c. N° 12.

TO all to whom theſe Preſents ſhall come, *Adam Aſh* of the Pariſh of *Bradden* in the County of *Cheſter*, Eſq; ſendeth Greeting. Whereas *Dennis Dunch* of *Eaſtham* in the ſaid County of *Cheſter* Ironmonger, hath lately bought and purchaſed of and from the ſaid *Adam Aſh*, for the Sum or Price of 5000*l.* of lawful Money of *Great Britain*, one full thirty-ſixth Part or Share of the Moiety commonly called the Adventurers Moiety (the ſame Moiety in thirty-ſix equal Parts or Shares to be divided) of and in the *New-River* Water-Work, Cut and Stream thereof brought from *Chadwell* and *Amwell* in the Counties of *Hertford* and *Middleſex*, or one of them, to the City of *London*, and of and in the Meſſuage, Windmill, Buildings, Ground, Soil, Ponds, Streams, Pipes, Implements, Advantages and Appurtenances whatſoever thereunto belonging or appertaining, which ſaid Part or Share is accordingly by Indentures of Leaſe and Releaſe, and Bargain and Sale, intended to be inrolled in Chancery, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe and Bargain and Sale, and the Releaſe and Bargain and Sale bearing Date on or about the tenth Day of this Inſtant Month of *January*, granted

The Purchaſe recited.

By Leaſe, Releaſe and Bargain to be inrolled,

granted or conveyed, or mentioned to be granted and conveyed unto, and to the Uſe of the ſaid *Dennis Dunch*, his Heirs and Aſſigns for ever, as by the ſame Indentures, Relation being thereunto had, may more fully appear. And whereas it hath been agreed by and between the ſaid *Adam Aſh* and *Dennis Dunch*, that the ſeveral Deeds and Writings in the Schedule hereunder written mentioned (which concern the Title of the ſaid thirty-ſixth Part or Share of the ſaid Moiety of the *New-River* Water-Works and Premiſſes ſo purchaſed by the ſaid *Dennis Dunch* as aforeſaid, together with other Parts or Shares of the ſame Moiety and Hereditaments of him the ſaid *Adam Aſh* and others) ſhould remain and be in the Hands of the ſaid *Adam Aſh*, his Heirs and Aſſigns, but to be by him and them produced in manner herein after mentioned. Now know ye, That in conſideration of the Premiſſes, and in purſuance of the ſaid Agreement, he the ſaid *Adam Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Dennis Dunch*, his Heirs and Aſſigns, that he the ſaid *Adam Aſh*, his Heirs, Executors or Adminiſtrators, ſhall and will at any Time or Times hereafter, at the Requeſt and Charges of the ſaid *Dennis Dunch*, his Heirs or Aſſigns (unleſs hindered or prevented by Fire or other inevitable Accident) produce and ſhew forth, or cauſe to be produced and ſhewn forth unto the ſaid *Dennis Dunch*, his Heirs or Aſſigns, or to his or their Counſel or Agents, or at any Trial or Trials in any Court of Law or Equity, or otherwiſe, as Occaſion ſhall be and require, all and every, or any the Deeds, Evidences and Writings in the Schedule hereunder written mentioned, for the better evidencing, maintaining, and proving the Title of the ſaid *Dennis Dunch*, his Heirs and Aſſigns, in and to the ſaid thirty-ſixth Part or Share and Premiſſes ſo purchaſed by and conveyed to him as aforeſaid. In witneſs, *&c.*

and that it has been agreed to produce Deeds, *&c.*

The Vendor covenants to that Effect.

N° 13. *A Deed of Covenant to levy Fines of a Manor, Advowſon, and a Variety of other Parcels, by the Remainder-Man in Tail, in order to bar the Intail.*

THIS Indenture, made the firſt Day of *February Anno Domini* 1730, and in the fourth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, *&c.* between *Aaron Adny* of the *Inner-Temple*, *London*, Eſq; only Son and Heir of *Aaron Adny*, late of *London*, Eſq; deceaſed, by *Barbara* his late Wife, and now his Widow and Relict, of the one Part, and *Caleb Church* of *Dunt* in the County of *Eſſex*, Eſq; of the other Part. Whereas the ſaid *Aaron Adny* Party hereunto now is and ſtands ſeiſed of the Reverſion, or Remainder and Inheritance of the Manor, Advowſon, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, with the Appurtenances (expectant on the Death of the ſaid *Barbary Adny*, and ſubject to her Eſtate for Life therein) to him and the Heirs of his Body, with the Reverſion or Remainder thereof in Fee to him and his Heirs. Now this Indenture witneſſeth, That for barring, deſtroying and extinguiſhing all Eſtates-Tail, and all Reverſions or Remainders thereupon expectant or depending of and in the ſaid Manor, Advowſon, Meſſuages, Lands, Tenements and Hereditaments, and for conveying and aſſuring the ſame to the Uſe of the ſaid *Aaron Adny*, Party hereto, and his Heirs, ſubject, and in manner herein after mentioned, and for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Aaron Adny* Party hereunto in hand paid by the ſaid *Caleb Church*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Aaron Adny* Party hereunto doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Caleb Church* and his Heirs, that he the ſaid *Aaron Adny* Party hereto ſhall and will at his own proper Coſts and Charges, as of this preſent *Hilary* Term, or before the End of *Eaſter* Term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* one or more Fine or Fines *Sur Conuzance de droit come ceo*, *&c.* whereupon Proclamations ſhall and may be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Caleb Church* and his Heirs, of all that the Manor or Lordſhip of *Fidham*, or

The Parties.

A Recital that the Covenantor is ſeiſed of a Reverſion, *&c.* Intail, *&c.* of a Manor, *&c.*

The Intent, to bar the Intail.

The Covenant to levy Fines.

The Parcels a Manor.

by what other Name or Names ſoever the ſame is or hath been called or known, with all and ſingular the Rights, Members and Appurtenances thereof whatſoever in the County of *Glouceſter*, and of all Meſſuages, Cottages, Houſes, Lands, Tenements, Meadows, Feedings, Paſtures, Grounds, Farms, Heaths, Furze, Moors, Marſhes, Waſtes, Woods, Underwoods, Rents, Reverſions, Services, Courts, Perquiſites and Profits of Courts, Reliefs, Eſcheats, Fines, Heriots, Amerciaments, Liberties, Privileges, Franchiſes, Juriſdictions, and all other Profits, Commodities, Emoluments and Hereditaments whatſoever, to the ſaid Manor or Lordſhip belonging, or in any wiſe appertaining or occupied, demiſed, uſed or leaſed to or with the ſame, or any Part or Parcel thereof, or accepted, reputed, deemed or taken as Part, Parcel or Member, or belonging of or to the ſame, or any of them, or any Part or Parcel thereof; and of the Advowſon, Donation, free Diſpoſition and Right of Patronage of the Church of *Fidham* aforeſaid, with the Appurtenances; and of all that capital Meſſuage or Manſion-Houſeand Farm, called or known by the Name of *Fidham Hall*, with the Appurtenances in *Fidham* aforeſaid, hereto fore in the Tenure or Occupation of *Hugh Hill* or his Aſſigns; and of all thoſe three Barns, and the Stables, Out-Houſes, Edifices and Buildings, and forty Pieces or Parcels of Land, Arable, Meadow and Paſture, in or near *Fidham* aforeſaid, or elſewhere in the ſaid County of *Glouceſter*, containing by Eſtimation one hundred and twenty Acres, be the ſame more or leſs, to the ſaid capital Meſſuages and Farm belonging, or therewith now, late, or heretofore uſed or enjoyed, which ſaid capital Meſſuage and Premiſſes laſt mentioned were late or ſometime in the Tenure or Occupation of *Joſeph Joy*, at the yearly Rent of 80*l.* and of all that Meſſuage or Tenement and Farm, with the Appurtenances, and all thoſe three Barns and one Stable, and of all Out-Houſes, Edifices and Buildings, and of all thoſe ſeveral Pieces and Parcels of Arable Land, Meadow and Paſture Ground in or near *Fidham* aforeſaid, or elſewhere in the ſaid County of *Glouceſter*, containing by Eſtimation one hundred and eighty Acres, by the ſame more or leſs, to the ſaid laſt mentioned Meſſuage or Tenement and Farm belonging, or now, late, or heretofore therewith uſed and enjoyed, which ſaid Meſſuage, Farm and Premiſſes laſt mentioned were late or ſometime in the Tenure or Occupation of *Kenrick Kirby*, at the yearly Rent of 60*l.* and of all that Meſſuage or Tenement and Farm, with the Appurtenances, in or near *Fidham* aforeſaid; and of all that great Barn and Stable, and all Out-Houſes, Edifices and Buildings, and of all thoſe twenty Pieces or Parcels of Arable Land, Meadow and Paſture Ground, containing by Eſtimation one hundred Acres, be the ſame more or leſs, and of all thoſe ten Pieces of Land or Ground, containing by Eſtimation one hundred and eighty Acres, be the ſame more or leſs, and of all that Heath or Sheep-Walk and Land not incloſed, containing by Eſtimation two hundred Acres, be the ſame more or leſs, to the ſaid laſt mentioned Meſſuage or Tenement and Farm belonging, and now, late, or heretofore therewith uſed or enjoyed; which ſaid Meſſuage, Farm and Premiſſes laſt mentioned, are ſituate, lying and being in or near *Fidham* aforeſaid, or elſewhere in the ſaid County of *Glouceſter*, and were late or ſometime in the Tenure or Occupation of *Luke Lant* at the yearly Rent of 50*l.* and of all that Meſſuage or Tenement and Farm, with the Appurtenances, in or near *Fidham* aforeſaid, and all thoſe two Barns, Stables, Out-Houſes, Edifices and Buildings, and of all thoſe fifteen Pieces or Parcels of Arable Land, Meadow and Paſture Ground, containing by Eſtimation forty-five Acres, be the ſame more or leſs, to the ſaid laſt mentioned Meſſuage or Tenement and Farm belonging, or now, late, or heretofore therewith uſed or enjoyed; which ſaid Meſſuage, Farm and Premiſſes laſt mentioned, alſo are ſituate, lying and being in *Fidham* aforeſaid, or elſewhere in the ſaid County of *Glouceſter*, and were late or ſometime in the Tenure or Occupation of *Mark Mills*, at the yearly Rent of 20*l.* and of all that Cottage or Tenement, with the Appurtenances, in *Fidham* aforeſaid, and of all that one Piece or Parcel of Land thereunto belonging, or therewith now or late uſed or enjoyed, containing by Eſtimation one Acre; which ſaid Cottages and Premiſſes laſt mentioned were late or ſometime in the Tenure or Occupation of *Noah North*, at the yearly Rent of 50*s.* And alſo of all Houſes, Edifices, Buildings, Yards, Gardens, Orchards, Cloſes, Lands, Tenements, Meadows, Feedings, Paſtures, Fences, Moors, Marſhes, Ways, Waters, Eaſements, Commons, Sheep-Walks, Profits, Commodities,

General Words.

An Advowſon, &c.

and other Parcels.

General Words.

ties, Emoluments, Rents, Reverſions, Services, Hereditaments and Appurtenances whatſoever, to the ſaid Manor or Lordſhip, Meſſuages, Farms, Cottages, Lands, Hereditaments and Premiſſes, every or any Part thereof belonging, or in any wiſe appertaining, or to or with the ſame, or any Part thereof, now or at any Time heretofore demiſed, leaſed, uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, deemed or taken, as Part, Parcel or Member thereof, or of any Part thereof; and of all and ſingular other the Manors, Advowſons, Meſſuages, Lands, Tenements and Hereditaments whatſoever, ſituate, lying and being, coming, growing, renewing or happening in *Fidham*, *Otty* and *Danto*, every or any of them in the ſaid County of *Glouceſter*, or in any other Town or Place, Towns or Places, near or bordering upon the ſame Towns or Places, or any of them, which is and by certain Indentures of Leaſe and Releaſe, and Settlement bearing Date reſpectively the ſecond and third Days of *September* 1691, the Leaſe and Settlement being made, or mentioned to be made between *Ralph Rich*, Gent. and the ſaid *Barbara Adny* his Daughter, by her then Name of *Barbara Rich*, and *Saul Strut*, Gent. of the one Part, *Aaron Adny* the Elder, Eſq; and the ſaid *Aaron Adny*, deceaſed, by the Name of *Aaron Adny* the Younger, one of the Sons of the ſaid *Aaron Adny* the Elder, *Thomas Treby*, *Vincent Veal* Sail Maker, *William Wall* the Younger, *Xerxes Xoll*, and *Zachevus Zouch* Merchant, of the other Part, were granted and conveyed, or mentioned or intended to be granted and conveyed unto the ſaid *Aaron Adny*, deceaſed, and his Heirs, to the Uſes, Intents and Purpoſes therein mentioned and expreſſed, of and concerning the ſame, (All which Premiſſes are now in Jointure to the ſaid *Barbara Adny* for her Life, by virtue of or under the ſaid Indentures) and of the Reverſion and Reverſions, Remainder and Remainders of the ſame Premiſſes, and of every Part and Parcel thereof; by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet. Which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other time or times levied or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed, of the ſaid Manors or Lordſhips, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or either of them, or whereunto they or either of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be judged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, to be and enure (ſubject to the ſaid Jointure and Eſtate for Life of the ſaid *Barbara Adny* therein) unto, and for the only proper Uſe and Behoof of the ſaid *Aaron Adny* Party hereunto, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. In witneſs *&c.*

Deſcription by a former Conveyance.

General Words.

To enure to the Uſe of the Covenantor and his Heirs.

Nº 14. *A Deed of Appointment of a Receiver of an Eſtate, by the Mortgagor and Mortgagee thereof; with proper Covenants by each Party. Collateral Security for the Intereſt by a Sum of Money depoſited with Truſtees.*

THIS Indenture quadrupartite, made the ſeventeenth Day of *July Anno Domini* 1728, and in the ſecond Year of the Reign of our Sovereign Lord *George* the ſecond by the Grace of God, of *Great Britain*, *&c.* between *Anne Anſly* of, *&c.* one of the Daughters of *Benjamin Anſly* the Elder, deceaſed, of the firſt Part, *Charles Caton* of, *&c.* of the ſecond Part, *David Day* of, *&c.* of the third Part, *Edward Caton* of, *&c.* Eſq; and *Frances Caton* of, *&c.* of the fourth Part. Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe bearing even Date herewith, and made or mentioned to be made between the ſaid *Anne Anſly* of the one Part, and the ſaid *Charles Caton* of the other Part, reciting as therein is recited, and for and in conſideration of the Sum of 3000*l.* therein mentioned to be paid to the ſaid *Anne Anſly* by the ſaid *Charles Caton*, ſhe the ſaid *Anne Anſly* did grant

Indentures of Leaſe and Releaſe (being a Mortgage in Fee of a Moiety of a Manor, *&c.*) recited,

and convey, or is therein mentioned to grant and convey unto the ſaid *Charles Caton*, his Heirs and Aſſigns, the Moiety of the Lordſhip or Manor of *Gaiton* in the County of *Hants*; and alſo of all that Court and Hundred of *Gaiton*, with the Rights, Members and Appurtenances thereof in the ſaid County of *Hants*; and alſo of all and ſingular the Meſſuages, Burgages, Edifices, Barns, Stables, Cow-Houſes, Mills, Orchards, Gardens, Lands, Tenements, Rents, Reverſions, Services, Meadows, Leaſows, Paſtures, Waſtes, Waſte-Grounds, Commons, Common of Paſture, Sheep-Gates, Fold-Courſes, Woods, Underwoods, Waters, Fiſhings, Streams, Ponds, Pools, Rivers, Heath, Furze, Moors, Marſhes; and alſo of all and ſingular Courts-Leets, Profits of Courts and Leets, Fines, Amerciaments, Royalties, Rents of Copyholders and Free Tenants, Rents of Aſſiſe, Waifs, Strays, Eſcheats, and of all other Rights, Royalties, Juriſdictions, Preheminencies, Commodities, Advantages, and Hereditaments whatſoever in *Iſield*, *Luton*, *&c.* any or either of them in the ſaid County of *Hants* or elſewhere, to the ſaid Lordſhip or Manor of *Gaiton*, or to the ſaid Hundred in any wiſe appertaining, or taken or reputed as Part, Parcel or Member thereof, or therewith uſed, occupied or enjoyed, all which ſaid Manor, Hundred and Premiſſes now are, or late were in the Tenure of the ſaid *Benjamin Anſly*, the ſaid *Anne Anſly* and *Martha Anſly* her Siſter, ſome or one of them, their or ſome of their Under-tenants or Aſſigns, to hold unto, and to the Uſe of the ſaid *Charles Caton*, his Heirs and Aſſigns for ever, under a Proviſo for Redemption on Payment of the ſaid 3000*l.* on the ſeventeenth Day of *January* now next enſuing, together with Intereſt for the ſame in the mean time, and until Payment thereof, at the Rate of 5*l*, *per Cent. per Annum*, by equal Half-yearly Payments, as in and by the ſaid recited Indentures, Relation being thereunto reſpectively had, may, among other Things therein contained, more fully and at large appear. And whereas it hath been agreed by and between the ſaid *Anne Anſly* and *Charles Caton*, for the more punctual and regular Payment of the Intereſt of the ſaid 3000*l.* unto the ſaid *Charles Caton*, his Executors, Adminiſtrators and Aſſigns, at the Times, and in Manner aforeſaid, that a Receiver ſhould be from time to time conſtituted and appointed to be approved of by both the ſaid Parties for collecting and receiving the Rents and Profits of the ſaid Moiety of his ſaid Lordſhip or Manor, Hundred, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in Manner, and upon the Truſts herein after mentioned, and that the ſaid *David Day* ſhould be the firſt Receiver. Now this Indenture witneſſeth, That in purſuance of the ſaid Agreement, and for the Ends and Purpoſes aforeſaid, they the ſaid *Anne Anſly* and *Charles Caton* have made, conſtituted and appointed, and by theſe Preſents do make, conſtitute and appoint the ſaid *David Day* their Receiver, Agent and Attorney, from time to time to collect and receive all and every the Rents and Profits, as well annual as caſual, of or ariſing from or out of the aforeſaid Moiety of the ſaid Lordſhip or Manor, Hundred, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and of every or any Part thereof, of and from the reſpective Tenants or Occupiers thereof, or others holding of the ſaid Manor and Premiſſes, or any Part thereof, as the ſame ſhall from henceforth become due and payable, and upon Payment thereof to make and give Acquittances and Diſcharge for the ſame; but in caſe of Non-Payment thereof to take ſuch lawful Remedies by Action, Suit, Diſtreſs or otherwiſe, for Recovery of the ſame, as ſhall be thought neceſſary or requiſite in that Behalf, and to do and execute all other Matters and Things needful or requiſite for collecting or receiving the ſame, upon the Truſts herein after mentioned; that is to ſay, upon Truſt that he the ſaid *David Day* ſhall and do from time to time, in the firſt place, pay and apply the Rents and Profits of the Premiſſes to be by him received as aforeſaid, for and towards Payment and Satisfaction unto the ſaid *Charles Caton*, his Executors, Adminiſtrators and Aſſigns, of and for all Intereſt from time to time to grow due and payable for or in reſpect of the ſaid principal Sum of 3000*l.* after the Rate aforeſaid, at ſuch Times and in ſuch Manner as are herein before mentioned for Payment thereof, according to the Purport of the aforeſaid Proviſo, and the true Intent and Meaning of the ſaid recited Indenture of Releaſe and of theſe Preſents; and ſhall and do in the next place render and pay over unto the ſaid *Anne Anſly*, her Heirs and Aſſigns, the Overplus (if any) of the Rents and Profits of the ſaid Moiety, above what ſhall from time to time be paid and applied for the Purpoſes aforeſaid,

and that the Parties have agreed that a Receiver be appointed,

and who ſhall be the firſt Receiver.

The Appointment of a Receiver by Mortgagor and Mortgagee.

Power to diſcharge, diſtrain, ſue, *&c.*

upon Truſt, firſt to pay Intereſt to the Mortgagee,

then the Overplus to the Mortgagor, deducting Expences.

aforeſaid, and other neceſſary Charges and Expences in collecting, receiving or remitting ſuch Rents and Profits. And the ſaid *David Day* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Charles Caton*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *David Day* ſhall and will from time to time, ſo long as he ſhall be continued Collector and Receiver of the Rents and Profits of the aforeſaid Moiety of the ſaid Manors and Premiſſes, or any Part thereof, in manner aforeſaid, uſe his utmoſt Endeavour faithfully to collect and receive the ſame, and pay, apply and diſpoſe of the ſame when received, in ſuch manner as are herein before in that Behalf mentioned or directed, according to the true Intent and Meaning of theſe Preſents, and the Truſt hereby in him repoſed. And the ſaid *Anne Anſly* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree, to and with the ſaid *Charles Caton*, his Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, That ſhe the ſaid *Anne Anſly*, her Heirs, Executors, Adminiſtrators and Aſſigns, ſhall not nor will at any Time hereafter, without the Privity and Conſent of the ſaid *Charles Caton*, his Heirs, Executors, Adminiſtrators or Aſſigns, firſt had and obtained in Writing, under his or their reſpective Hands and Seals, revoke, alter or fruſtrate the Powers or Authorities hereby given unto the ſaid *David Day*, or hinder or obſtruct him the ſaid *David Day* or any future Receiver, (to be appointed as herein after mentioned) in collecting and receiving the Rents and Profits of the aforeſaid Moiety of the ſaid Manor and Premiſſes, or any Part thereof, or the Intereſt thereof, which ſhall remain owing and unpaid. And further, that in caſe the ſaid *David Day* ſhall by Death or other Diſability, be rendered incapable to collect and receive the Rents and Profits of the Premiſſes, or ſhall refuſe or neglect to act and proceed therein, or to apply the ſame in manner aforeſaid, during ſuch Time as the ſaid Sum of 3000*l.* or any Part thereof, ſhall be owing and unpaid, or ſhall otherwiſe miſbehave himſelf in relation to the Truſts hereby in him repoſed, then and in any of the ſaid Caſes ſhe the ſaid *Anne Anſly*, her Heirs, Executors, Adminiſtrators and Aſſigns ſhall and will join with the ſaid *Charles Caton*, his Executors, Adminiſtrators or Aſſigns, in removing the ſaid *David Day* from his ſaid Employment, and in conſtituting and appointing ſome other fit Perſon or Perſons with their mutual Conſent and Approbation, to receive, collect and manage the Rents and Profits of the aforeſaid Moiety of the ſaid Manor and Premiſſes, upon the Truſts aforeſaid, and ſo from time to time, and as often as any of the like Caſes ſhall happen, until the Sum of 3000*l.* and Intereſt ſhall be fully ſatisfied and paid. And it is hereby declared and agreed by and between the ſaid *Anne Anſly* and *Charles Caton*, that he the ſaid *Charles Caton*, his Heirs, Executors or Adminiſtrators or Aſſigns, ſhall not bear or ſuſtain, or be charged or chargeable with, or accountable for any Loſs which ſhall happen of the Rents and Profits of the ſaid Moiety of the aforeſaid Manor and Premiſſes, or any Part thereof, by reaſon or means of any Neglect, Default or Breach of Truſt in the ſaid *David Day*, or any future Collector or Receiver of the ſame, but that ſuch Loſs ſhall be wholly borne and ſuſtained by the ſaid *Anne Anſly*, her Heirs, Executors or Adminiſtrators. And whereas it is apprehended that the Rents and Profits of the aforeſaid Moiety of the ſaid Manor and Premiſſes will fall ſhort, and not be ſufficient to pay, ſatisfy and make up the full Intereſt of the ſaid 3000*l.* in manner aforeſaid; and therefore in order to ſupply ſuch Deficiency, and for further ſecuring the punctual and regular Payment of ſuch Intereſt as aforeſaid, it hath been agreed by and between the ſaid *Anne Anſly* and *Charles Caton*, that ſhe the ſaid *Anne Anſly* ſhould pay, and accordingly ſhe hath this Day actually paid into the Hands of the ſaid *Edward Eaton* and *Francis Caton* the Sum of 1000*l.* of lawful Money of *Great Britain*, upon the Truſts and to and for the Intents and Purpoſes herein after mentioned concerning the ſame, the Receipt and Payment whereof they do hereby acknowledge. Now therefore this Indenture further witneſſeth, and it is hereby declared and agreed by and between the ſaid Parties hereto, that the ſaid Sum of 1000*l.* ſo paid to the ſaid *Edward Eaton* and *Francis Caton* as aforeſaid, was ſo paid to them upon the Truſts, and to and for the Ends and Purpoſes following; that is to ſay, upon Truſt that they the ſaid *Edward Eaton* and *Francis Caton*, and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall and do from Time

The Receiver covenants with the Mortgagee to receive and pay, &c.

The Mortgagor covenants not to revoke this Power nor obſtruct the Receiver, and

on Death, &c. or Miſbehaviour of Receiver,

to join in appointing another.

the Mortgagee not to bear any Loſs by the Receiver.

Recital that the Rents may not be ſufficient to pay the Intereſt, therefore the Mortgagor has paid a Sum to Truſtees.

The Truſt declared,

to Time, by and out of the Yearly Intereſt, Profits and Produce of the ſaid 1000*l.* as the ſame ſhall from Time to Time ariſe and come to their reſpective Hands, pay, ſatisfy, and make up, unto the ſaid *Charles Caton*, his Executors, Adminiſtrators and Aſſigns, the full Intereſt of the ſaid 3000*l.* after the Rate aforeſaid, at ſuch Time, and in ſuch Manner as are herein before mentioned, for Payment thereof, in ſupply of the Deficiency of the Rents and Profits of the ſaid Moiety of the ſaid Manor and Premiſſes to be applied for that Purpoſe as aforeſaid, when and ſo often as any ſuch Deficiency ſhall happen, and ſhall and do render and pay over unto the ſaid *Anne Anſly*, her Executors, Adminiſtrators and Aſſigns, the Overplus (if any) of the Yearly Intereſt, Profits and Produce of the ſaid 1000*l.* above what ſhall from Time to Time be paid and applied for making up ſuch Deficiency as aforeſaid. But in caſe ſuch Yearly Intereſt and Produce ſhall fall ſhort, and not be ſufficient to make up ſuch Deficiency, then upon this further Truſt, that they the ſaid *Edward Eaton* and *Francis Caton*, and the Survivors of them, his Executors, Adminiſtrators and Aſſigns, do and ſhall from Time to Time make good and pay the ſame, by and out of the ſaid principal Sum of 1000*l.* or by Sale or Mortgage of the Security or Securities, Stock or Annuities, whereof or wherein the ſame ſhall from Time to Time conſiſt or be inveſted, or otherwiſe, as the ſame Truſtees in their Diſcretion ſhall think fit. Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that from and after Payment of the ſaid 3000*l.* and all Intereſt to grow due for the ſame unto the ſaid *Charles Caton*, his Executors, Adminiſtrators or Aſſigns, together with the Charges and Expences attending the Execution of the laſt mentioned Truſts, and immediately thereupon, or ſo ſoon after as conveniently may be, they the ſaid *Edward Eaton* and *Francis Caton*, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall and will, at the Requeſt, Coſt and Charges of the ſaid *Anne Anſly*, her Executors or Adminiſtrators, pay back, aſſign and make over the ſaid Sum of 1000*l.* and all Security or Securities, Stock or Annuities, whereof or wherein the ſame ſhall then conſiſt, or be inveſted, or ſo much thereof as ſhall then remain undiſpoſed of for the Purpoſes aforeſaid, and all Intereſt and Produce then due for or upon the ſame, or any Part thereof, unto the ſaid *Anne Anſly*, her Executors and Adminiſtrators, to and for her and their own Uſe and Benefit, any Thing herein contained to the contrary notwithſtanding. And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Edward Eaton* and *Francis Caton*, and the Survivor of them, his Executors and Adminiſtrators, from Time to Time, to lend and place out the ſaid Sum of 1000*l.* ſo paid to them as aforeſaid, or any Part thereof, with the Conſent and Approbation of the ſaid *Anne Anſly* and *Charles Caton*, or their reſpective Executors or Adminiſtrators, upon any publick or private Security or Securities, at Intereſt, or lay out and inveſt the ſame, or any Part thereof, in the Purchaſe of Stock or Annuities in any of the publick Funds or Companies, and from Time to Time to call in ſuch Monies ſo lent and placed out on Securities as aforeſaid, or ſell and diſpoſe of ſuch Stock or Annuities, ſo to be purchaſed as aforeſaid, or any Part thereof, and again to lend, place out, or inveſt the ſame, or any Part thereof, in manner aforeſaid, as often as they ſhall think fit, with ſuch Approbation as aforeſaid, upon the Truſts, and ſubject to the Proviſo herein before mentioned and contained, of and concerning the ſame. And it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid *Edward Eaton* and *Francis Caton*, their Executors, Adminiſtrators and Aſſigns, or any of them, ſhall not be charged or chargeable with, or accountable for any more Monies than they reſpectively ſhall actually receive, or ſhall come to their reſpective Hands by Virtue of the Truſts hereby in them repoſed as aforeſaid, nor with or for any Loſs which ſhall happen of the ſame Truſt-Monies, or any Part thereof, ſo as the ſame happen without their wilful Default, nor the one of them for the other of them, or for the Acts, Deeds, Receipts, Diſburſements, the one of the other, but each of them only for his own Acts, Deeds, Receipts and Diſburſements. And alſo, that it ſhall and may be lawful to and for the ſaid *Edward Eaton* and *Francis Caton*, their Executors, Adminiſtrators and Aſſigns, and every of them, in the firſt Place, by and out of their ſaid Truſt-Premiſſes to deduct and reimburſe him and themſelves all ſuch Loſs, Coſts, Charges, Damages and

first to make good the Intereſt upon the Mortgage,

(the Overplus to the Mortgagor,)

if need be, to apply Part of the Principal,

and after Payment of the Mortgage, Intereſt and Charges,

to pay back this Sum, &c. to the Mortgagor.

The Truſtees may place out the Money with Conſent of Parties,

and call it in,

and again place it out,

and not be charged for more than they receive, nor with Loſs without wilful Default, nor one for the other;

may deduct Expences.

and Expences as they or any of them ſhall be put unto or ſuſtain, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. In witneſs, *&c.*

N° 15. *A Deed of Covenants. Huſband and Wife are to levy a Fine of her Eſtate to Truſtees, to ſecure, by a long Term raiſed, Money to a Mortgagee; then, as to Part, to the Uſe of the Huſband for Life,* ſans *Waſte; as to the other Part, for her ſeparate Uſe. The Inheritance of the Whole, to her Appointees, or to her in Fee. A Covenant to ſurrender her Copyholds of Inheritance to her ſeparate Uſe,* &c.

THIS Indenture tripartite, made the twentieth Day of *June Anno Domini* 1730, and in the fourth Year of the Reign of our Sovereign Lord *George*, the Second, by the Grace of God, King of *Great Britain, &c.* between *Arthur Aſtry* of *Antall* in the County of *Bedford*, Gent. and *Catherine Aſtry* his Wife, Daughter and Heir of *Daniel Dill* late Citizen and Ironmonger of *London*, by *Catherine Dill* his Wife (both deceaſed) which ſaid *Catherine Dill* was one of the three Daughters and Coheirs of *Edward Edly* late of, *&c.* Gent. deceaſed, of the firſt Part, *Flora Edly* of *Glidhill* in the ſaid County of *Bedford*, Spinſter, of the ſecond Part, and *Henry Hill* of *Hurton* in the County of *Bedford* Draper, and *John Janes* of *Hurton* aforeſaid, Carpenter, of the third Part, witneſſeth, That for and in conſideration of the Sum of 400 *l.* of lawful Money of *Great Britain*, to the ſaid *Arthur Aſtry* and *Catherine* his Wife, or one of them, in hand well and truly advanced, lent and paid by the ſaid *Flora Edly*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof they the ſaid *Arthur Aſtry* and *Catherine* his Wife do hereby acknowledge, and thereof, and of every Part thereof do acquit, releaſe and diſcharge the ſaid *Flora Edly*, her Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents; and for the Securing the Repayment of the ſaid 400*l.* with Intereſt, in manner herein after mentioned, and for ſettling and aſſuring the Meſſuages, Lands, Tenements, third Parts and Hereditaments, as well Freehold as Copyhold, herein after mentioned, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Proviſo and Agreements herein after expreſſed and declared of and concerning the ſame, he the ſaid *Arthur Aſtry* doth hereby for himſelf and the ſaid *Catherine* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Henry Hill* and *John Janes*, their Heirs and Aſſigns, that they the ſaid *Arthur Aſtry* and *Catherine* his Wife ſhall and will at their own Coſts and Charges, as of this preſent *Trinity* Term, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *Sur Conuzance de droit come ceo, &c.* whereupon Proclamations ſhall be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes uſed, unto the ſaid *Henry Hill* and *John Janes*, and their Heirs, or the Heirs of one of them, of all thoſe Fields or Cloſes, Pieces and Parcels of Land and Hereditaments, ſituate, lying and being in the Pariſh of *Glidhill* aforeſaid, in the ſaid County of *Bedford*, and next hereafter particularly mentioned; that is to ſay, [*Here follow the Parcels.*] And alſo of all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever, being Freehold and not Copyhold, of them the ſaid *Arthur Aſtry* and *Catherine* his Wife, or either of them, or whereof, or wherein they or either of them, or any Perſon or Perſons in Truſt for them, or either of them, have or hath any Eſtate of Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying and being in the Pariſh of *Glidhill* aforeſaid, in the ſaid County of *Bedford*, with their and every of their Appurtenances, and of the Reverſion and Reverſions, Remainder and Remainders, Yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, by ſuch apt and convenient Names, Quantities, Qualities, Number of Acres, and other Deſcriptions to aſcertain the ſame, as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid,

The Parties.

The Conſideration.

A Sum lent, *&c.*

The Huſband covenants for himſelf and Wife, to levy a Fine, *&c.*

General Words.

Other general Words.

ſaid, or in any other Manner, or at any other Time or Times levied or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the Meſſuages, Lands, Tenements, third Part, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared by all the ſaid Parties to theſe Preſents to be and enure to the Uſe and Behoof of the ſaid *Flora Edly*, her Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of two hundred Years from henceforth next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, ſubject nevertheleſs to the Proviſo or Agreement herein after mentioned for making void the ſame Term. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term, and in the mean time ſubject thereto; then as to, for and concerning all thoſe the ſaid firſt mentioned Fields or Cloſes, Parcels of Lands and Hereditaments in the Pariſh of *Gliddhill* aforeſaid, called *Kens* and *Lynd*, with the Cottage and Barn ſtanding therein, and the four Acres called the *Meadow*, with the Spring of Wood thereunto adjoining, with their and every of their Appurtenances, to the Uſe and Behoof of the ſaid *Arthur Aſtry* for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte. And as to, for and concerning the ſaid third Part, and all other the Hereditaments and Premiſſes whereof a Fine or Fines are covenanted to be levied as aforeſaid, and whereof no Uſe is herein before declared to take Effect after the Determination of the ſaid Term of two hundred Years, from and immediately after the End, Expiration, or other ſooner Determination of the ſame Term, and in the mean time ſubject thereto, to the Uſe and Behoof of the ſaid *Henry Hill* and *John Janes*, their Heirs and Aſſigns, during the Life of the ſaid *Catherine Aſtry*, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame. And from and after the Deceaſe of the ſaid *Catherine Aſtry*, then to the Uſe and Behoof of the ſaid *Arthur Aſtry*, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; and from and after his Deceaſe, then as to, for and concerning all the ſaid Meſſuages, Lands, Tenements, third Part, Hereditaments and Premiſſes, whereof a Fine or Fines are herein before covenanted to be levied as aforeſaid, to the Uſe and Behoof of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Parts, Shares and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Catherine Aſtry*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Deed or Deeds, Writing or Writings under her Hand and Seal, executed in the Preſence of two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed, and publiſhed in the Preſence of three or more credible Witneſſes, ſhall from Time to Time direct, limit, give or diſpoſe of the ſame. And for want of, and until ſuch Direction, Limitation, Gift or Diſpoſition, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtate and Intereſts thereby limited ſhall reſpectively end and determine; and as to ſuch Part and Parts thereof, whereof no ſuch Direction, Limitation, Gift, or Diſpoſition ſhall be made, to the Uſe and Behoof of the ſaid *Catherine Aſtry*, and of her Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that if the ſaid *Arthur Aſtry* and *Catherine* his Wife, or either of them, their or either of their Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Flora Edly*, her Executors Adminiſtrators or Aſſigns, at or in the common Dining Hall of *Lincoln's Inn* in the County of *Middleſex*, the full and juſt Sum of 400*l.* of lawful Money of *Great Britain*, on the twentieth Day of *June* next enſuing the Date hereof, and which will be in the Year of our Lord 1731, together with Intereſt for the ſame 400*l.* in the mean time, and until Payment thereof, after the Rate of 4*l.* 10*s.*

The Uſe declared.

to the Mortgagee for a long Term,

ſubject to Redemption;

then (as to Part) to the Uſe of the Huſband for Life *ſans Waſte*,

as to the other Part (ſubject to the Mortgage Term) to Truſtees, during the Life of the Wife, upon Truſts after declared.

After her Death, to the Uſe of the Huſband for Life *ſans Waſte*,

then (as to the Whole)

to the Appointees of the Wife, notwithſtanding her Coverture.

For want of Appointment, to the Wife in Fee.

Proviſo for Redemption,

per

per Cent. per Annum, by two equal Half-yearly Payments, *viz.* at *Chriſtmas* and *Midſummer*, without any Deduction, Defalcation or Abatement of the ſame 400*l.* and Intereſt, or any Part of them, or either of them, for or in reſpect of any Taxes, Charges, Aſſeſſments, Payment, or other Matter, Cauſe or Thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the Premiſſes, or any of them, or upon the ſaid *Flora Edly*, her Executors, Adminiſtrators or Aſſigns, in reſpect thereof by Authority of Parliament, or otherwiſe howſoever, then and at all Times from thenceforth the ſaid Term of two hundred Years herein before limited to the ſaid *Flora Edly*, her Executors, Adminiſtrators or Aſſigns as aforeſaid, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding, And the ſaid *Arthur Aſtry* doth hereby for himſelf and the ſaid *Catherine* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Flora Edly*, her Executors, Adminiſtrators and Aſſigns, that they the ſaid *Arthur Aſtry* and *Catherine* his Wife, or one of them, their or one of their Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Flora Edly*, her Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 400*l.* and Intereſt, at ſuch Times and Place, and in ſuch Manner and Form as are herein before mentioned for Payment thereof, without any Deduction or Abatement out of the ſame, or any Part thereof, for Taxes or otherwiſe as aforeſaid, according to the Purport of the aforeſaid Proviſo, and the true Intent and Meaning of theſe Preſents. And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Eſtate ſo limited to the Uſe of the ſaid *Henry Hill* and *John Janes*, their Heirs and Aſſigns, during the Life of the ſaid *Catherine Aſtry* as aforeſaid, is ſo limited to them upon this ſpecial Truſt and Confidence, and to the Intent and Purpoſe that they the ſaid *Henry Hill* and *John Janes*, and the Survivor of them, his Heirs and Aſſigns, ſhall and do, during the Life of the ſaid *Catherine Aſtry* (in caſe the ſaid 400*l.* principal Money ſhall ſo long remain a Charge on the Premiſſes or any Part thereof) by and out of the Rents, Iſſues and Profits of the Premiſſes ſo limited to the ſaid *Henry Hill* and *John Janes*, their Heirs and Aſſigns as aforeſaid, in the firſt place, pay and ſatisfy, or cauſe to be paid or ſatisfied unto the ſaid *Flora Edly*, her Executors, Adminiſtrators or Aſſigns, all Intereſt from Time to Time to become due and payable for or in reſpect of the ſaid principal Sum of 400*l.* after the Rate aforeſaid, and at ſuch Times, and in ſuch Manner as are herein before mentioned and directed for Payment thereof, according to the Purport, true Intent and Meaning of theſe Preſents, and the aforeſaid Proviſo and Covenant herein before in that Behalf mentioned; And alſo ſhall and do during the Life of the ſaid *Catherine Aſtry*, pay, apply and diſpoſe of the Reſidue and Overplus of the clear yearly Rents, Iſſues and Profits of the ſame Premiſſes (over and above what ſhall be ſufficient from Time to Time for Payment of the Intereſt of the ſaid 400*l.* as aforeſaid) unto ſuch Perſon and Perſons, and for ſuch Uſes, Intents and Purpoſes, and in ſuch Parts and Proportions, Manner and Form as ſhe the ſaid *Catherine Aſtry* ſhall from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand, direct or appoint; and for want of ſuch Direction and Appointment then to the proper Hands of her the ſaid *Catherine Aſtry*, or otherwiſe, ſhall permit her to receive the ſame to and for her own ſole and ſeparate Uſe and Benefit, whoſe Receipt alone, notwithſtanding her Coverture, ſhall from Time to Time be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipt ſhall be given, to the Intent that the ſame, or any Part thereof, may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts, Forfeitures or Engagements of the ſaid *Arthur Aſtry*, her preſent Huſband, or any after taken Huſband, but only at her own ſole and ſeparate Diſpoſe, and to and for her own ſole and ſeparate Uſe and Benefit, and to, for or upon no other Uſe, Truſt, Intent, or Purpoſe whatſoever, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Arthur Aſtry* doth hereby for himſelf and the ſaid *Catherine* his Wife, his and her Heirs, Executors and Adminiſtrators, further covenant, promiſe and grant, to and with the ſaid *Flora Edly*, her Executors, Adminiſtrators, and Aſſigns, in Manner and Form following; that is to ſay, That they the ſaid *Arthur*

and ceaſing the Term.

The Huſband (for himſelf and Wife) covenants to pay, &c.

The Truſt of the Eſtate limited to the Truſtees declared, during the Wife's Life,

to pay the Intereſt.

and the Reſidue to her Appointees,

or to her own Hands,

for her ſeparate Uſe,

not ſubject to her Huſband's Debts, &c.

The Huſband (for ſelf and Wife) covenants that one of them is ſeiſed in Fee.

Arthur Aſtry and *Catherine* his Wife, or one of them, are and ſtand, or is and ſtandeth, lawfully, rightfully, and abſolutely ſeiſed in their or one of their Demeſne as of Fee, of and in the ſaid Meſſuages or Tenements, Lands, third Part, Hereditaments and Premiſſes, in the ſaid Term of two hundred Years comprized, or intended to be comprized, of a good, ſure, lawful, abſolute and indefeazible Eſtate of Inheritance in Fee-Simple, or Fee-Tail, to them, or one of them, their, or one of their Heirs, without any Uſe, Truſt, Limitation, Power of Revocation, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame. And that they the ſaid *Arthur Aſtry* and *Catherine* his Wife, or one of them have or hath, at the Time of the Enſealing and Delivery of theſe Preſents in themſelves, or one of them, good Right, full Power, and lawful and abſolute Authority to limit and convey the ſame Meſſuages or Tenements, Lands, third Part, Hereditaments and Premiſſes, unto the ſaid *Flora Edly*, her Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of two hundred Years as aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents. And further, that it ſhall and may be lawful to and for the ſaid *Flora Edly*, her Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times, from and after Default ſhall happen to be made of or in Payment of the Sum of 400 *l.* principal Money and Intereſt, or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant herein before mentioned for Payment of the ſame, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuages, Lands, Tenements, third Part, Hereditaments and Premiſſes in the ſame Term comprized, or mentioned to be comprized, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, for and during all the Reſt and Reſidue which ſhall then be to come and unexpired of the ſaid Term of two hundred Years, without the lawful Let, Suit, Trouble or Interruption of or by the ſaid *Arthur Aſtry* and *Catherine* his Wife, or either of them, their or either of their Heirs or Aſſigns, or of or by any Perſon or Perſons whatſoever; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged or otherwiſe, by the ſaid *Arthur Aſtry* and *Catherine* his Wife, or one of them, their or one of their Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgements, Extents, Executions, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Arthur Aſtry* and *Catherine* his Wife, or either of them, their or either of their Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever. And moreover, that they the ſaid *Arthur Aſtry* and *Catherine* his Wife, and the Heirs of the ſaid *Catherine*, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or lawfully may claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the Premiſſes, or any Part thereof, from by or under, or in Truſt for them, either or any of them, ſhall and will from Time to Time, and at all Times from and after Default ſhall happen to be made, of or in Payment of the ſaid 400 *l.* principal Money and Intereſt, or any Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Flora Edly*, her Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things for the further and better granting and conveying the ſaid Meſſuages, Lands, Tenements, third Part, Hereditaments and Premiſſes, and every Part thereof, unto the ſaid *Flora Edly*, her Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid Term of two hundred Years, without Impeachment of Waſte, diſcharged of the aforeſaid Proviſo for Redemption of the Premiſſes, and all Equity thereupon, as by the ſaid *Flora Edly*, her Executors, Adminiſtrators or Aſſigns, or her or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required. And it is hereby declared

and has Power to convey,

and that after Default of Payment, the Mortgagee,

may enter and enjoy,

free from Incumbrances,

and for further Aſſurances on default of Payment.

Covenant, until Default of Payment, the Mortgagors, &c. to enjoy.

and agreed by and between the ſaid Parties to theſe Preſents, that in the mean time, and until Default ſhall happen to be made of or in Payment of the ſaid Sum of 400*l.* and Intereſt, or ſome Part thereof, contrary to the Form and Effect of the aforeſaid Proviſo and Covenant for Payment of the ſame, it ſhall and may be lawful to and for the Perſon or Perſons reſpectively to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant on the ſaid Term of two hundred Years ſhall for the Time being belong or appertain, by Virtue of the Limitations above mentioned, and according to their ſeveral Eſtates and Intereſts therein, peaceably and quietly to have, hold and enjoy, all and ſingular the Premiſſes in the ſame Term comprized, or intended to be comprized, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his, her and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Flora Edly*, her Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate or Intereſt in the Premiſſes, or any Part thereof, from, by or under, or in Truſt for her or them. And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Arthur Aſtry*, as and when he ſhall come into and be in Poſſeſſion of the Premiſſes, or any Part thereof, by Virtue of the Limitations above mentioned, from Time to Time during his Life, by Indenture under his Hand and Seal to demiſe or leaſe the ſame, or any Part thereof, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon ending ſuch Leaſe there be reſerved and made payable during the Continuance thereof the moſt and beſt improved Yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein, and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved, and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And it is hereby further declared and agreed, by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Henry Hill* and *John Janes*, and each of them, their and each of their Heirs, Executors and Adminiſtrators, in the firſt place, by and out of the ſaid Truſt Eſtate and Premiſſes, to deduct and reimburſe him and themſelves, all ſuch Loſs, Coſts, Charges, Damages and Expences, as he, they, or any of them ſhall ſuſtain, expend or be put unto, for or by reaſon of the Truſts hereby in them repoſed, and the Management and Execution thereof, or any other Thing in any wiſe relating thereunto. And whereas they the ſaid *Arthur Aſtry* and *Catherine* his Wife in Right of the ſame *Catherine*, are and ſtand ſeiſed of a Piece or Parcel of Copyhold or Cuſtomary Land, containing by Eſtimation. [*Here the Parcels.*] Now this Indenture further witneſſeth, and it is hereby covenanted, concluded, declared and agreed by and between the ſaid Parties to theſe Preſents, that they the ſaid *Arthur Aſtry* and *Catherine* his Wife ſhall and will within the Space of one Year now next enſuing, at their or one of their own proper Coſts and Charges ſurrender, or cauſe or procure to be ſurrendered into the Hands of the Lord or Lords of the ſaid ſeveral Manors of *Glidhill* and *Hurton* according to the reſpective Cuſtoms of the ſaid ſeveral Manors, the ſaid Piece or Parcel of Copyhold or Cuſtomary Land. [*Here Parcels.*] And alſo all other the Copyhold or Cuſtomary Meſſuages, Lands, Tenements and Hereditaments whatſoever of them the ſaid *Arthur Aſtry* and *Catherine* his Wife, or either of them, or whereunto they or either of them in her Right is or are intitled in Law or Equity, ſituate, lying and being within, or holden of the ſaid ſeveral Manors, or any of them, with their and every of their Appurtenances, to the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Parts, Shares and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Catherine Aſtry*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Deed or Deeds, or Writing or Writings, or by her laſt Will and Teſta-

A future Leaſing Power to the Huſband, with Reſtrictions.

Truſtees to reimburſe themſelves.

Recital that the Huſband and Wife (in her Right) are ſeiſed of Copyholds.

Covenant to ſurrender them.

To the Uſe of Appointees of the Wife.

ment

ment in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and executed reſpectively, in the Preſence of two or more credible Witneſſes, ſhall from Time to Time direct, limit, give, diſpoſe or appoint the ſame. And laſtly, The ſaid *Arthur Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Henry Hill* and *John Janes*, their Heirs, Executors and Adminiſtrators, that he the ſaid *Arthur Aſtry* or his Heirs hath not, nor will obſtruct or hinder the ſaid *Catherine* his Wife, in making any ſuch Direction, Limitation, Gift, Diſpoſition or Appointment of the ſaid Freehold, Copyhold and Cuſtomary Premiſſes, or any Part thereof as aforeſaid, but on the contrary ſhall and will, at the Requeſt, Coſts and Charges of the ſaid *Catherine* his Wife, or of the ſaid *Henry Hill* and *John Janes*, or any of them, make, do and execute, or cauſe to be made, done and executed, any further, or other lawful and reaſonable Act and Acts, Thing and Things, as well for the better enabling her thereunto, as alſo for eſtabliſhing and confirming theſe Preſents, and every Clauſe and Sentence herein mentioned. In witneſs, *&c.*

The Huſband covenants not to obſtruct the Wife in diſpoſing, *&c.* but to do Acts requiſite, *&c.*

A Vendor of Lands covenants to indemnify the Purchaſer from Dower of the Wives of two former Vendors of the ſame Lands. N° 16.

WHEREAS *Adam Atkins* of *Bardown* in the County of *Bedford*, Yeoman, and *Bona* his Wife, did by Indenture of Leaſe and Releaſe, bearing Date reſpectively the twenty-third and twenty-fourth Days of *Auguſt* 1716, for the Conſideration therein mentioned, grant and convey unto and to the Uſe of *Charles Campbell* of *Crinton* in the ſaid County of *Bedford*, Eſq; his Heirs and Aſſigns, divers Lands and Hereditaments, with their Appurtenances, lying or being in or near *Bardown* in the ſaid County of *Bedford*, and in the ſame Indentures more particularly mentioned and deſcribed, which ſaid Lands and Hereditaments are ſubject to the Dower of the ſaid *Bona*, Wife of the ſaid *Adam Atkins*. And whereas *Dudley Dinks* of *Bardown* aforeſaid, Yeoman, and *Deborah* his Wife, did by Indentures of Leaſe and Releaſe, bearing Date reſpectively the ſecond and third Days of *October* 1718, for the Conſideration therein mentioned, grant and convey unto and to the Uſe of the ſaid *Charles Campbell*, his Heirs and Aſſigns, divers other Lands and Hereditaments, with their Appurtenances, in or near *Bardown* aforeſaid, and in the ſame Indentures more particularly mentioned and deſcribed, which ſaid laſt mentioned Lands and Hereditaments are ſubject to the Dower of the ſaid *Deborah*, Wife of the ſaid *Dudley Dinks*. And whereas the ſaid *Charles Campbell* hath by Indenture of Releaſe bearing even Date herewith, and by other Aſſurances in Law, for a valuable Conſideration, conveyed and aſſured all the ſaid ſeveral Lands and Hereditaments (among others) unto, and to the Uſe of Sir *Edward Ellis* of *Ellard* in the County of *Kent*, Bart. his Heirs and Aſſigns for ever. Now the ſaid *Charles Campbell*, in conſideration of the Premiſſes, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid Sir *Edward Ellis*, his Heirs and Aſſigns, that he the ſaid *Charles Campbell*, his Heirs, Executors and Adminiſtrators, or ſome of them, ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid Sir *Edward Ellis*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and the ſaid Lands, Hereditaments and Premiſſes, ſo conveyed by the ſaid *Adam Atkins* and *Bona* his Wife, and *Dudley Dinks* and *Deborah* his Wife reſpectively as aforeſaid, and every of them, and every Part thereof, of, from and againſt the Dower, and Right and Title of Dower of them the ſaid *Bona* (Wife of the ſaid *Adam Atkins*) and *Deborah* (Wife of the ſaid *Dudley Dinks*) and of each or either of them, of, in, to or out of the ſame Lands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, and of, from and againſt all Actions, Suits, Loſs, Coſts, Charges, Damages and Expences which the ſaid Sir *Edward Ellis*, his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, ſhall or may at any Time hereafter ſuſtain, expend, or be put unto, for or by reaſon, or on account of ſuch Dower, or Right or Title of Dower of them the ſaid *Bona* and *Deborah*, or either of them. In witneſs, *&c.*

A former Conveyance recited.

Another Conveyance recited.

The Conveyance of both Lands, *&c.* to the now Purchaſer recited.

The Covenant to indemnify.

Declarations of Truſt.

N° 1. *An Indorſement on a Mortgage-Deed, by which Truſtees, &c. declare that the Conſideration-Money was not theirs, but was Part of the Marriage-Portion of the Wife of the Mortgagor, and is now placed out on Security, till it can conveniently be inveſted in a Purchaſe of Lands.*

A Declaration that the Conſideration-Money of the within Deed was not the Money of the Truſtees, but Part of the Wife's Portion paid in by her Father.

TO all to whom theſe Preſents ſhall come, the within named *Adam Atkins* of, *&c.* Eſq; *David Dickſon* of, *&c. Edmund Evelyn* of, *&c.* Eſq; and *Charles Blundel* of the Pariſh of St. *Giles* in the Fields in the County of *Middleſex*, Eſq; ſend Greeting. Whereas the Sum of 2000*l.* within mentioned to be paid to the within named *David Diggs*, *Fulk Fry*, and *George Fry*, by the ſaid *David Dickſon* and *Edmund Evelyn*, as the Conſideration-Money of the Deed within written was not the proper Monies of them the ſaid *David Dickſon* and *Edward Evelyn*, or of the ſaid *Adam Atkins*, or any or either of them which they do hereby own and acknowledge, but the ſame 2000*l.* was Part, and the Reſidue and Remainder of the principal Sum of 10000*l.* the Portion of *Harriot Atkins*, now Wife of the ſaid *Adam Atkins*, and Daughter of the ſaid *Charles Blundel*, ſecured by the ſaid *Charles Blundell* by Mortgage of his Eſtate at *Weſtminſter* (dated the firſt of *Auguſt* 1718,) to be paid to the ſaid *David Dickſon* and *Edmund Evelyn*, in Truſt, to be laid out in the Purchaſe of Lands and Hereditaments to be ſettled in purſuance of the Settlement or Articles made previous to the Marriage of the ſaid *Adam Atkins* with the ſaid *Harriot Atkins*, dated the Day before the Day of the Date of the ſame Mortgage, which 2000*l.* hath lately been paid in unto the ſaid *David Dickſon* and *Edmund Evelyn* by the ſaid *Charles Bundell*, and thereupon his mortgaged Eſtate hath been aſſigned or ſurrendered back to him (the Sum of 8000*l.* the other Part of the ſaid 10000*l.* having been ſome time ſince paid in by the ſaid *Charles Blundell*, and all or moſt Part thereof laid out in the Purchaſe of Lands and Hereditaments which have been thereupon ſettled, according to the Directions of the ſame Articles in that Behalf.) And whereas by Indentures of Leaſe and Releaſe and Settlement, bearing Date reſpectively, on or about the ſecond and third Days of *Auguſt* 1732, the Releaſe being quadrupartite and made or mentioned to be made between the ſaid *Adam Atkins* and the ſaid *Harriot* his Wife, and *Joſeph Jenks*, Eſq; of the firſt Part, the ſaid *Charles Blundell* of the ſecond Part, *Kenrick Blundell*, Eſq; and the ſaid *David Dickſon* and *Edmund Evelyn* of the third Part, and *Lambert Lucy* of the fourth Part, the Park and Hereditaments in and by the within written Indenture releaſed and conveyed, or mentioned ſo to be, with the Appurtenances, and the Equity of Redemption thereof (ſubject to the Payment of 2000*l.* then and yet due on the within mentioned and within written Security, with Intereſt for the ſame) are and were (among other Hereditaments) conveyed, ſettled and aſſured, to, for and upon ſuch Uſes, Truſts, Intents and Purpoſes, as in the aforeſaid Marriage Articles are directed and expreſſed, of and concerning the Lands and Hereditaments to be purchaſed with the ſaid Sum of 10000*l.* in the ſame Releaſe and Settlement mentioned. And by the ſame Indenture of Releaſe and Settlement the ſaid *Adam Atkins* did covenant with the ſaid *David Dickſon* and *Edmund Evelyn*, that he the ſaid *Adam Atkins* would ſome time during his Life pay off and diſcharge the ſaid Sum of 2000*l.* then and ſtill due and owing on the ſaid within mentioned and within written Security, and all Intereſt due or to grow due for the ſame, and would thereupon procure the ſame mortgaged Park and Premiſſes to be conveyed and aſſured to, for and upon the ſeveral Uſes, Truſts, and Purpoſes therein before limited, expreſſed and declared of and concerning the ſame, Now know ye, That in conſideration of the Premiſſes they the ſaid *Adam Atkins*, *David Dickſon*, *Edmund Evelyn*, and *Charles Blundell*, do hereby expreſly declare and agree that the ſaid Sum of 2000*l.* (Part, and the Reſidue of the ſaid 10000*l.*) ſo paid and advanced by the ſaid *David Dickſon* and *Edmund Evelyn*, upon the

Deeds of Leaſe and Releaſe, and Settlement recited.

The Declaration that this Money is Part of the Marriage Portion, to be inveſted in Lands to be ſettled.

within written Security, was and is ſo by them paid and advanced upon Security, at Intereſt in the mean time, and until the ſame 2000*l.* can be laid out in a convenient Purchaſe or Purchaſes of Lands or Hereditaments, to be ſettled according to the Directions of the ſaid recited Marriage Articles in that Behalf, and therefore it is hereby further declared and agreed by the ſame Parties, that in caſe the ſaid *Adam Atkins*, his Heirs, Executors or Adminiſtrators ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *David Dickſon* and *Edmund Evelyn*, their Executors, Adminiſtrators or Aſſigns, at or in the common Dining Hall of *Lincoln's Inn* in the ſaid County of *Middleſex*, the full and juſt Sum of 2000*l.* of lawful Money of *Great Britain*, on the eighth Day of *May* next enſuing the Date of theſe Preſents, and which will be in the Year of our Lord 1735, upon the Truſts in the ſaid Articles expreſſed concerning the ſaid Sum of 10000*l.* (he the ſaid *Adam Atkins* being intitled to the Intereſt thereof for his Life by virtue of the ſame Articles.) And alſo if the Heirs, Executors or Adminiſtrators, of the ſaid *Adam Atkins*, ſhall and do in the mean time, from and after his Deceaſe, and until the ſame Sum of 2000*l.* ſhall be ſo paid in to the ſaid Truſtees, upon the Truſts aforeſaid, well and truly pay, or cauſe to be paid Intereſt for the ſame, after the Rate of 4*l.* in the Hundred by the Year, unto the Perſon or Perſons who ſhall be intitled thereto from Time to Time, by Virtue of the ſame Articles, without any Deduction or Abatement out of the ſame Sum and Intereſt, or any Part thereof, for Taxes or otherwiſe howſoever, then and in ſuch Caſe, and at any Time or Times then after they the ſaid *David Dickſon* and *Edmund Evelyn*, their Heirs or Aſſigns, ſhall at the Requeſt, Coſt and Charges of the ſaid *Adam Atkins*, his Heirs, Executors or Adminiſtrators, convey and aſſure the ſaid Park, Hereditaments and Premiſſes, in and by the within written Indenture releaſed and conveyed, or mentioned ſo to be, with their Appurtenances, to, for and upon the ſeveral Uſes, Truſts and Purpoſes in and by the ſaid recited Indenture quadrupartite of Releaſe and Settlement, limited, expreſſed and declared of and concerning the ſame. In witneſs whereof the ſaid *Adam Atkins*, *David Dickſon*, *Edmund Evelyn* and *Charles Blundell*, have hereunto ſet their Hands and Seals this eighth Day of *May* in the Year of our Lord 1734.

A Declaration of Truſt of a Mortgage in Fee; containing alſo a Covenant to convey, &c. N° 2.

TO all to whom theſe Preſents ſhall come, I *Alfred Aſton* of *Lincoln's Inn* in the County of *Middleſex* Eſq; ſend Greeting. Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the eighth and ninth Days of this Inſtant Month of *December*, the Releaſe being tripartite, and made, or mentioned to be made between *Bryan Bray* of the Pariſh of *Condell* in the County of *Derby*, Eſq; and *Ezekiel Aſton* of the Pariſh of *Fond* in the ſaid County of *Derby*, Eſq; (his Truſtee) of the firſt Part, me the ſaid *Alfred Aſton* of the ſecond Part, and *Gilbert Gill* of *Humms* in the County of *Kent*, Gent. of the third Part, in conſideration of the Sum of 2000*l.* of lawful Money of *Great Britain*, in the ſame Indenture of Releaſe, mentioned to be by me paid to the ſaid *Bryan Bray*, as the Conſideration-Money of the ſame Releaſe, and for other the Conſiderations in the ſaid Indentures mentioned, divers Meſſuages, Cloſes, Grounds, Lands, Tenements and Hereditaments in the ſeveral Pariſhes of *Luſan* and *Muddo*, or one of them, in the ſaid County of *Kent*, are and were conveyed, or mentioned or intended to be conveyed unto and to the Uſe of me the ſaid *Alfred Aſton*, my Heirs and Aſſigns for ever, ſubject to Redemption on Payment of the ſaid 2000*l.* and Intereſt, by the ſaid *Bryan Bray*, his Heirs, Executors or Adminiſtrators, unto me, my Executors, Adminiſtrators or Aſſigns, at ſuch Time and Place, and in ſuch Manner, as in the ſame Indenture of Releaſe are mentioned and expreſſed for that Purpoſe, as in and by the ſaid Indentures of Leaſe and Releaſe, Relation being thereunto reſpectively had, may more at large appear. Now know ye, That I the ſaid *Alfred Aſton* do hereby acknowledge, teſtify and declare, that the ſaid Sum of 2000*l.* Conſideration-Money of the ſaid Indenture of Releaſe, or any Part thereof, was not my own proper Monies, but was the ſole and only proper Monies and

A Mortgage in Fee, (by Deeds of Leaſe and Releaſe) recited,

Declaration of the Truſt.

Eſtate of the ſaid *Ezekiel Aſton* my Brother, and by him really and *bona fide* advanced and lent unto the ſaid *Bryan Bray*, and that my Name was made uſe of in the ſaid Indentures of Leaſe and Releaſe, and in one Bond of the Penalty of 4000*l.* from the ſaid *Bryan Bray* unto me the ſaid *Alfred Aſton*, and bearing even Date with the ſame Releaſe, in Truſt only, and to and for the ſole and proper Uſe, Benefit and Behoof of the ſaid *Ezekiel Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively; and to and for no other Uſe, Intent or Purpoſe whatſoever. And I the ſaid *Alfred Aſton* do hereby for my ſelf, my Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Ezekiel Aſton*, his Executors, Adminiſtrators and Aſſigns, that I the ſaid *Alfred Aſton* and my Heirs, ſhall and will at any Time or Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *Ezekiel Aſton*, his Executors, Adminiſtrators or Aſſigns, convey and aſſure the ſaid Meſſuages, Cloſes, Grounds, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, unto the ſaid *Ezekiel Aſton*, his Heirs and Aſſigns, or unto ſuch other Perſon or Perſons as he the ſaid *Ezekiel Aſton*, his Executors, Adminiſtrators or Aſſigns, ſhall direct and appoint, free from all Incumbrances, made or done, or to be made or done by me the ſaid *Alfred Aſton*, my Heirs or Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſame Premiſſes, or any Part thereof, from, by or under, or in Truſt for me or them. In witneſs, *&c.*

Covenant to convey.

Nº 3. *A Declaration of Truſt by the Obligee in a Bond, that Part of the principal Money belongs to his Siſter.*

TO all to whom theſe Preſents ſhall come, I *Abel Aſh* Citizen and Grocer of *London*, ſend Greeting. Whereas *Bruen Bray* Citizen and Weaver of *London*, and *Charles Aſh* Citizen and Skinner of *London*, in and by their Bond or Obligation, bearing even Date herewith, ſtand bound unto me the ſaid *Abel Aſh* in the penal Sum of 3000*l.* of lawful Money, *&c.* with Condition thereunder written, for making void the ſame on Payment of the principal Sum of 1500*l.* of like Money on the eighth Day of *May* which will be in the Year of our Lord 1733, together with Intereſt for the ſame in the mean time, and until Payment thereof, after the Rate of 5*l. per Cent. per Annum*, by the ſaid *Bruen Bray* and *Charles Aſh*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, unto me the ſaid *Abel Aſh*, my Executors, Adminiſtrators or Aſſigns, as by the ſaid Bond or Obligation, and Condition thereunder, may more fully and at large appear. Now know ye, That I the ſaid *Abel Aſh* do hereby acknowledge, teſtify and declare, that only the Sum of 900*l.* Part of the ſaid principal Sum of 1500*l.* (ſo ſecured as aforeſaid) is the proper Money of me the ſaid *Abel Aſh*, and that the Sum of 600*l.* (Reſidue of the ſaid principal Sum of 1500*l.*) is the proper Money of my Siſter *Diana Aſh* now of *Enden* in the County of *Flint*, Spinſter, and that my Name was and is made uſe of in the ſaid recited Bond or Obligation, and Condition thereof, as to the ſaid 600*l.* and the Intereſt to grow due for the ſame, in Truſt only for my ſaid Siſter *Diana Aſh*, her Executors and Adminiſtrators, In witneſs, *&c.*

The Obligation recited.

The Declaration of the Truſt.

Nº 4. *A Declaration of the Truſt of* Bank *Stock*, &c. *transferred by a Woman before Marriage to be transferred to the intended Huſband if the Marriage takes Effect within a certain Time.*

WHEREAS a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between *Andrew Archer*, Eſq; and my Siſter *Bona Bray*, Spinſter, in Proſpect of which ſaid Marriage my ſaid Siſter did on the fifth Day of *July* now laſt paſt, with the Privity and Conſent of her ſaid intended Huſband, transfer to me 600*l.* Capital Stock of the Bank of *England*, and 2000*l. South-Sea* Stock, and on the twelfth Day of the ſame Month, with the like Privity and Conſent, did alſo transfer to me 2000*l.* Capital *South-Sea* Annuities, as by the Book

The intended Marriage, and Transfer recited.

of the ſaid Company may appear. Now I do hereby teſtify and declare, that the ſaid ſeveral Stocks and Annuities were ſo transferred to me reſpectively as aforeſaid, upon the Truſts following; that is to ſay, In Truſt for my ſaid Siſter, her Executors and Adminiſtrators, until the Solemnization of the ſaid intended Marriage, and from and after the Solemnization thereof (in caſe the ſame be ſolemnized within two Kalendar Months next after the Date hereof) in Truſt for the ſaid *Andrew Archer*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit; and then alſo and in ſuch Caſe, I promiſe to transfer the ſame accordingly to him and them within two Days after ſuch Marriage, at his or their Requeſt and Charges. But if the ſaid Marriage be not ſolemnized within two Kalendar Months from the Date hereof, then the ſaid ſeveral Stocks and Annuities are by me to be transferred to my ſaid Siſter, her Executors or Adminiſtrators, to and for her and their own Uſe and Benefit, as witneſs my Hand this ſecond Day of *October* 1728.

The Truſt declared.

The Promiſe to transfer.

A Deed between a Feme Covert and the Truſtee in her Will, to declare the Truſt and Uſes of her Will, with a Power for her future Apointment, &c. N° 5.

THIS Indenture, made the fourth Day of *December Anno Domini* 1726, and in the thirteenth Year of the Reign of, *&c.* between *Adam Alkin* of *London*, Gent. of the one Part, and *Barbara Bigg* Wife of *Charles Bigg*, Citizen and Draper of *London*, of the other Part. Whereas the ſaid *Barbara Bigg* in and by her laſt Will and Teſtament in Writing, bearing even Date herewith, and made in purſuance of the Power and Authority therein in that Behalf mentioned, hath (among other Things) conſtituted and appointed the ſaid *Adam Alkin* ſole Executor thereof, and hath given, deviſed and bequeathed, directed and appointed, all the Reſt and Reſidue of her Goods, Chattels, Stock in Trade, and Copartnerſhip with Mr *Edward Eldred*, and the Benefit of the ſaid Trade and Copartnerſhip, and her Intereſt in the Leaſe of the Houſe where the ſame is carried on, and all other her Stocks, Eſtate and Effects whatſoever and whereſoever, not therein before by her ſpecifically deviſed, directed or appointed (after Payment of her Debts, Funeral Expences, and the Legacies by her therein before deviſed, directed or appointed, and ſubject to the Payment of an Annuity or Yearly Sum of 60 *l.* therein before given or appointed to her Huſband the ſaid *Charles Bigg* for his Life) unto him the ſaid *Adam Alkin*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, as by the ſaid recited Will, Relation being thereunto had, may more at large appear. Now witneſs theſe Preſents, and it is hereby declared by and between the ſaid Parties hereto, and the ſaid *Adam Alkin* doth hereby own, acknowledge and declare, that the ſaid recited Deviſe, Bequeſt, Direction and Appointment ſo made by the ſaid *Barbara Bigg*, of the Reſt and Reſidue of her Eſtate and Effects as aforeſaid, unto him the ſaid *Adam Alkin*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, in Manner aforeſaid, was ſo made and given to him and them reſpectively, upon Truſt that he and they ſhould pay, apply and diſpoſe of the ſame, every or any Part thereof, unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, as ſhe the ſaid *Barbara Bigg* ſhall by any Note or Writing, or Notes or Writings under her Hand direct or appoint; and in default of ſuch Direction and Appointment, and as to ſuch Part or Parts of the ſaid deviſed Premiſſes, whereof, no ſuch Direction or Appointment as aforeſaid ſhall be made, it is hereby declared and agreed by and between the ſaid Parties, that the ſame ſhall go and remain to the ſaid *Adam Alkin*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, to and for his and their own reſpective Uſe and Benefit. In witneſs, *&c.*

The Will recited.

The Declaration of the Truſt,

as ſhe ſhall appoint,

in default of Appointment to the Uſe of the Executor, *&c.*

A De-

N° 6. *A Declaration of Truſt by the Lender of ſome Money to compleat a Purchaſe (which was made in Truſt) that Part of the Money lent was not his own, but belonged to another Perſon; and that (as to ſo much) a Term raiſsd in the Purchaſe-Deed, and alſo a collateral real Security made by the* Ceſtuy que Truſt *of the purchaſed Lands, are in Truſt for the Owner of this Part of the Money.*

A Conveyance by Leaſe, Releaſe and Fine (made to a Purchaſer in Truſt) recited.

TO all to whom theſe Preſents ſhall come, *Abel Aſh* of *London*, Eſq; ſendeth Greeting. Whereas by Indenture of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe being tripartite, bearing even Date herewith, and made or mentioned to be made between *Bryan Bell* Citizen and Grocer of *London*, and *Cecilia* his Wife, of the firſt Part, the ſaid *Abel Aſh* of the ſecond Part, and *Denzil Dun* of *London*, Gent. of the third Part, and by Fine in the ſame Indenture of Releaſe covenanted to be levied, and in conſideration of the Sum of 4000*l.* of lawful Money of *Great Britain*, in the ſaid Indenture of Releaſe mentioned to be advanced, paid and lent to the ſaid *Denzil Dun* for enabling him to compleat the Purchaſe of the Manor and Hereditaments thereby conveyed, all that the Manor of *Enfield*, with the Appurtenances, in the County of *Flint*, and the Advowſon of the Church of *Enfield*, and divers other Meſſuages, Lands, Tenements and Hereditaments in *Enfield*, *Gore* and *Hayn*, or in ſome or one of them in the ſame County, are and were conveyed and aſſured to the Uſe of the ſaid *Abel Aſh*, his Executors, Adminiſtrators and Aſſigns, for the Term of five hundred Years, without Impeachment of Waſte, ſubject to a Proviſo in the ſaid Indenture of Releaſe contained for making void the ſaid Term, on Payment by the ſaid *Denzil Dun*, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, of the Sum of 4000*l.* with Intereſt for the ſame, after the Rate of 4*l.* 10*s. per Cent. per Ann.* at ſuch Times and Place, and in ſuch Manner as are therein in that Behalf mentioned, and from and after the End or other ſooner Determination of the ſaid Term, to the Uſe of the ſaid *Denzil Dun*, his Heirs and Aſſigns, abſolutely. And whereas by certain other Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Indenture of Releaſe and Aſſignment being tripartite, bearing even Date herewith, and made or mentioned to be made between *John Jones* of *London*, Eſq; and *Kezia Jones* his Wife, of the firſt Part, the ſaid *Denzil Dun* (who was only a Truſtee for the ſaid *John Jones*, the real Purchaſer of the ſaid Manor and Premiſſes) of the ſecond Part, and the ſaid *Abel Aſh* of the third Part, and Fine, in the ſame Indenture of Releaſe and Aſſignment, covenanted to be levied; a Meſſuage or Tenement, and divers Pieces or Parcels of Ground, Coach-Houſes, Stables and Hereditaments, both Freehold and Leaſehold, of them the ſaid *John Jones*, *Kezia Jones*, or one of them, in the Pariſhes of *Loke* and *Marran* in the County of *Norfolk*, or one of them, with their Appurtenances, are and were conveyed, aſſigned and aſſured, or mentioned to be conveyed, aſſigned and aſſured unto, and to the Uſe of or in Truſt for the ſaid *Abel Aſh*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, in Manner therein expreſſed, for the further and better ſecuring the Payment unto him the ſaid *Abel Aſh*, his Executors, Adminiſtrators or Aſſigns, by the ſaid *John Jones*, his Heirs, Executors or Adminiſtrators, of the ſaid Sum of 4000*l.* with Intereſt, after the Rate and in Manner aforeſaid, according to the Purport of the ſaid Proviſo in the ſaid firſt recited Indenture of Releaſe contained, and ſubject to Redemption, on Payment thereof accordingly, as in and by the ſaid recited Indentures and Fines, Relation being thereunto ſeverally had, may more fully appear. And whereas the Sum of 1000*l.* Part of the ſaid Sum of 4000*l.* above recited to have been advanced, paid and lent by the ſaid *Abel Aſh* to the ſaid *Denzil Dun* on the ſaid recited Security as aforeſaid, was the proper Monies of the ſaid *Bryan Bell*, and by him really advanced, paid and lent. Now therefore know ye, That in conſideration thereof he the ſaid *Abel Aſh* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, acknowledge, teſtify, declare and agree, that the Sum of 1000*l.* (Part

and a Term thereby raiſed to ſecure Part of the Purchaſe Money advanced by a third Perſon.

Other Indentures of Leaſe and Releaſe and Fine recited, whereby the *Ceſtuy que Truſt* aſſured other Lands, *&c.* in Truſt to ſecure the Money borrowed.

Recital, that Part of the borrowed Money belonged to another Perſon.

The Declaration of the Truſt as to that Part of the Money.

of the ſaid Sum of 4000*l.* ſo recited to be by him advanced, lent and paid to the ſaid *Denzil Dun*, and ſo ſecured as aforeſaid) was not the proper Monies of him the ſaid *Abel Aſh*, but was the proper Monies of him the ſaid *Bryan Bell*, and by him really advanced, lent and paid; and that the Name of the ſaid *Abel Aſh* was and is ſo made uſe of in the ſaid recited Indentures and Fines, and in every of them, and alſo in one Bond or Obligation bearing even Date herewith, from the ſaid *John Jones* unto the ſaid *Abel Aſh* in 8000*l.* Penalty, conditioned for Performance of Covenants in the ſaid laſt recited Indenture of Releaſe and Aſſignment, and particularly for Payment of the ſaid 4000*l.* with Intereſt after the Rate aforeſaid, according to the Purport of the ſaid Proviſoes in the ſaid recited Indentures of Releaſe in that Behalf contained, was and is ſo made uſe of as to the ſaid 1000*l.* (Part of the ſaid 4000*l.*) and all Intereſt to grow due for the ſame 1000*l.* in Truſt only, and for the proper Uſe, Benefit and Behoof of the ſaid *Bryan Bell*, his Executors, Adminiſtrators and Aſſigns. In witneſs, *&c.*

A Declaration of Truſt (by Indorſement) between the Owners and Truſtees of certain Government Securities, which have been ſubſcribed and altered under Acts of Parliament. N° 7.

WHEREAS the Two within mentioned Lottery Orders for 100*l.* and 60*l.* principal Money, and the three ſeveral Orders mentioned in the above written Deed-Poll dated the thirtieth of *April* 1717, each for 20*l.* principal Money, and alſo the Banker's Annuity of 15*l.* in the ſame Deed-Poll mentioned, and the Intereſt due and in Arrear on the ſame Orders and Annuity, were all with the Privity, Conſent and Agreement of the within named *Agnes Aſton*, and *Bruen Bell* and *Catherine* his Wife, ſubſcribed by *Denzil Dun* and *Edward Edge* (the Truſtees within named) or the one of them, in the Month of *March* 1718, into the Capital or Joint-Stock erected by Act of Parliament in the third Year of his preſent Majeſty's Reign for redeeming ſundry Duties and Revenues, ſettled to pay off Principal and Intereſt on the Orders on four Lottery Acts therein mentioned, by and upon which Subſcription the ſaid Truſtees became intitled to two ſeveral Sums, the one of 140*l.* and the other of 280*l.* making together the Sum of 420*l.* attended with Annuities at the Rate of 5*l. per Cent. per Annum*, in lieu of the Principal and Intereſt then due on all the ſaid Orders and Bankers Annuity ſo ſubſcribed as aforeſaid. And whereas the ſaid Truſtees, or one of them, did in the Year 1720, with the like Privity, Conſent and Agreement as aforeſaid, ſubſcribe 320*l.* (Part of the ſaid Sum of 420*l.* into the capital Stock of the *South-Sea* Company, in purſuance of an Act of Parliament paſſed in the ſame Year, by and upon which ſaid laſt mentioned Subſcription there was allowed to the ſaid Truſtees the Sum of 80*l.* capital Stock in the Books of the ſaid Company (including all additional Stock that from Time to Time has been added to the original Stock allowed on the ſame Subſcription until the Day of the Date hereof.) And whereas the ſaid *Agnes Aſton*, in order to even the ſaid *South-Sea* Stock, hath lately with her own Monies purchaſed in the Names of the ſaid Truſtees the Sum of 100*l.* *South-Sea* Stock, ſo that there now ſtands in their Names in the Books of the ſaid Company the Sum of 180*l.* capital Stock. And whereas the Sum of 100*l.* (Reſidue of the ſaid 420*l.*) which was not ſubſcribed into the ſaid *South-Sea* Company has been lately paid in, and hath been ſince, with the like Privity, Conſent and Agreement as aforeſaid, laid out by the ſaid Truſtees, or one of them, in the Purchaſe of 100*l.* capital Stock in the *Million Bank*, in their Joint-Names. Now know all Men by theſe Preſents, and it is hereby declared and agreeed by and between all the Parties to the within written Indenture, and particularly the ſaid *Agnes Aſton*, and *Bruen Bell* and *Catherine* his Wife, do hereby teſtify, declare and agree, that the ſaid ſeveral Subſcriptions made in the ſaid Years 1718 and 1720, and the ſaid Purchaſe of 100*l.* Stock in the *Million Bank* as aforeſaid, were ſo ſeverally made and done with their Privity, Conſent and Agreement. And it is hereby further declared and agreed by and between the ſaid *Agnes Aſton*, *Bruen Bell* and *Catherine* his Wife, *Denzil Dun* and *Edward Edge*, that the ſaid Sums of 80*l.* and 100*l.* *South-Sea* Stock and 100*l.* in the *Million Bank*, are and were the Whole of what now remains of the Monies ariſing by or from

A Recital that certain Government Securities have been (under an Act of Parliament) ſubſcribed, and converted into other Government Securities.

And that Part of the latter was ſubſcribed into the *South-Sea* Stock under another Act.

And that one of the Owners has added more *South-Sea* Stock in the Names of the Truſtees.

And that the Reſidue of the Money has been paid in, and by the Truſtees laid out in *Million Bank* Stock.

The Owners declare theſe Tranſactions to have been with their Conſent.

All the Parties agree and declare the Truſt, &c.

from all and every the ſaid ſeveral Orders and Annuities mentioned in the ſaid Indenture within written, and Deed-Poll thereon indorſed, or either of them. And further, that the ſaid 180*l.* *South-Sea* Stock and 100*l.* in the *Million Bank* (both ſtanding in the Names of the ſaid *Denzil Dun* and *Edward Edge* as aforeſaid) and whatever Annuities, Stock, Dividends or Intereſt, ſhall be allowed for, or made of the ſame reſpectively, or any Part thereof, ſhall be, remain and continue upon the like Truſts, and to and for the like Purpoſes as are within mentioned, expreſſed or declared of or concerning the ſeveral Orders within mentioned. In witneſs, *&c.*

N° 8. *The Declaration of a Truſt of a Term (being Part of another Deed) for the better Payment of an Annuity. This may either be Part of a Marriage Settlement, or of another Deed by which an Annuity is granted.*

The Declaration of the Truſt,

AND as to, for and concerning the ſaid Term of five hundred Years herein before limited in Uſe to the ſaid *Andrew Aſh* and *Bernard Brown*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, It is hereby declared and agreed, that the ſame is ſo limited to them upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned and expreſſed of and concerning the ſame, (that is to ſay) upon Truſt and for the further and better ſecuring of the Payment of the Annuity or Yearly Rent of 600*l.* unto the ſaid *Clara Cary* and her Aſſigns, at the reſpective Times, and in manner herein before mentioned and appointed for Payment thereof, clear and without any Abatement or Deduction whatſoever for Taxes or otherwiſe as aforeſaid; and upon Truſt and to the Intent and Purpoſe that they the ſaid *Andrew Aſh* and *Bernard Brown*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons to whom the immediate Remainder or Reverſion of the Manors, Meſſuages, &c. comprized in the ſaid Term of five hundred Years, expectant on the Determination thereof for the Time being belong, according to the Limitations aforeſaid, to receive and take the Rents, Iſſues and Profits of the ſame Premiſſes, until Default ſhall happen to be made of or in Payment of the Yearly Rent of 600*l.* or ſome Part thereof, at the Times and in Manner aforeſaid for Payment thereof. And in caſe of any ſuch Default of Payment as aforeſaid, they the ſaid *Andrew Aſh* and *Bernard Brown*, their Executors, Adminiſtrators and Aſſigns, ſhall and may from Time to Time, by granting, ſelling or mortgaging of the ſaid Term of five hundred Years, or any Part thereof, of and in the ſame Premiſſes, or ſuch Part or Parts thereof as to the ſaid *Clara Cary* ſhall ſeem meet, to any Perſon or Perſons, and by and out of the Rents and Profits of the ſame Premiſſes, or ſuch Part or Parts thereof in the mean time, as to the ſaid *Clara Cary* ſhall ſeem meet, or by bringing Actions againſt any of the Tenants or Occupiers of the Premiſſes for Recovery of the Rents and Profits, or by any of the ſaid Ways or Means as to the ſaid *Clara Cary* ſhall ſeem meet, raiſe for, and pay to the ſaid *Clara Cary*, or her Aſſigns the ſaid Annuity or Yearly Rent of 600*l.* or ſo much thereof as from Time to Time, during her Life, ſhall happen to be in Arrear and unpaid, together with ſo much more Monies as ſhall be ſufficient for the recompencing the ſaid *Clara Cary*, or her Aſſigns, from Time to Time, all ſuch Loſs, Damages, Coſts, Charges and Expences as the ſaid *Clara Cary*, or her Aſſigns, ſhall ſuſtain, or be put unto by reaſon or means of any ſuch Default of Payment as aforeſaid, and ſhall and may by the Ways and Means aforeſaid, raiſe for and detain unto themſelves ſo much Money as ſhall be ſufficient for the ſatisfying of all ſuch Coſts, Charges and Expences as they reſpectively ſhall ſuſtain or be put unto in or about the Execution, Management and Defence of the ſame Truſts and Truſt Eſtate, and ſhall pay all the Surplus of the Money raiſed by the Ways and Means aforeſaid, unto the Perſon or Perſons who ſhall be next in Reverſion or Remainder for the Time being immediately expectant on the Determination of the ſaid Term of five hundred Years, according to the Limitations aforeſaid; Provided, and it is hereby declared and agreed, that from and after the Deceaſe of the ſaid *Clara Cary*, and Payment of the Arrears of the ſaid Yearly Rent of 600*l.*, which ſhall have become due to her in her Life-time, together with the Coſts and

or the better ecuring the Annuity,

and to permit Perſons intitled to receive theRents, *&c.* until Default in Payment.

And in caſe of Default to raiſe Money,

and all Coſts, *&c.*

and to pay the Surplus to the Perſon intitled.

Proviſo for ceaſing the Term.

Charges attending the Execution of the ſame Truſts, the ſaid Terms of five hundred Years ſhall ceaſe, determine, and be void, any Thing herein before contained to the contrary thereof notwithſtanding. In witneſs, &c.

See **Charitable Uſes. Truſts.**

Defeazances.

A Defeazance by Deed-Poll, of Part of a Deed of Appointment by a Father upon a Contingency. The Circumſtances are ſpecial, and are mentioned in the Margin. N° 1.

TO all to whom theſe Preſents ſhall come, *Abel Aſh* of *Alton* in the County of *Surry*, Eſq; ſendeth Greeting. Whereas upon Sale of the Manor and Farm of *Brant* in the County of *Dorſet*, and divers Lands in the ſame County (late the Eſtate of *John Jones*, Eſq; Son-in-law to the ſaid *Abel Aſh*) a great Part of the Monies ariſing by ſuch Sale (being Truſt-Monies) was by the Truſtees of the ſaid *John Jones*, his Wife and Children, paid to and lodged in the Hands of *Emma Aſh*, Wife of the ſaid *Abel Aſh*, until the ſame ſhould be applied and diſpoſed of for the Uſes and Purpoſes directed and agreed upon concerning the ſame, in and by ſome Settlement or Writing made upon the Marriage of the ſaid *John Jones* with *Hannah* his now Wife, Daughter of the ſaid *Abel Aſh*. And whereas the ſaid *Emma Aſh* did ſoon after apply and diſpoſe of all the ſaid Monies ſo lodged in her Hands as aforeſaid, for the Uſes and Purpoſes in and by ſuch Settlement or Writing directed concerning the ſame, ſave only the Sum of 2500 *l.* Part thereof. And whereas the ſaid *Emma Aſh*, at the ſpecial Inſtance and Requeſt of the ſaid *John Jones* and *Hannah* his Wife, did ſome time in the Months of *April* and *May*, or one of them, in the Year 1721, lend the ſaid Sum of 2500 *l.* (Part of the ſaid Truſt-Monies) unto *Stephen Sim*, Eſq; upon his giving to her his Note or Bond to repay the ſame with Intereſt, at the Rate of 5 *l. per Cent. per Annum*, 900 *l.* (Part of which ſaid Sum of 2500 *l.*) the ſaid *Stephen Sim* hath ſince repaid to her the ſaid *Emma Aſh* for the Uſes and Purpoſes aforeſaid; but the Sum of 1600 *l.* Reſidue thereof, yet remains due upon his ſaid Note or Bond, at Intereſt as aforeſaid. And whereas it may happen that the ſaid *John Jones* and *Hannah* his Wife, or their Children or Truſtees, or ſome others claiming under them, or ſome of them may hereafter ſue for and recover the ſaid Sum of 1600 *l.* and Intereſt (or ſo much thereof as ſhall not be repaid by the ſaid *Stephen Sim*) of and from the ſaid *Abel Aſh*, his Heirs, Executors, Adminiſtrators or Truſtees, by means whereof the reſpective Parts and Shares of the other Children of the ſaid *Abel Aſh*, and their reſpective Iſſue, of and in the Reſidue and Overplus of his real and perſonal Eſtate which he hath lately ſettled upon Truſtees for their reſpective Benefit, may be leſſened and prejudiced, which he the ſaid *Abel Aſh* is willing and deſirous to prevent, in regard the ſaid Loan was made at the earneſt Deſire of the ſaid *John Jones* and *Hannah* his Wife, and for their Benefit. Now witneſs theſe Preſents, and the ſaid *Abel Aſh* doth hereby expreſly order, direct and declare, that in caſe he, his Heirs, Executors, Adminiſtrators or Truſtees, ſhall at any Time hereafter be ſued or moleſted for or on account of the ſaid recited Loan, or be compelled or obliged to pay or make good the ſaid Sum of 1600 *l.* or any Part thereof, or the Intereſt thereof, or ſhall be otherwiſe damnified by reaſon or means of the ſaid recited Loan, then, and in ſuch Caſe, all ſuch Sum and Sums of Money, and other Damages and Expences as he, they, or any of them, ſhall at any Time hereafter, pay, ſuſtain, expend, or be put unto, for or by reaſon or on account of the ſaid recited Loan, or for or by reaſon of any Suit or Action to be commenced, brought or proſecuted againſt him the ſaid *Abel Aſh*, his Heirs, Executors, Adminiſtrators or Truſtees, at Law or in Equity, for Recovery of the ſaid Sum of 1600 *l.* or any Part thereof, or the Intereſt thereof,

The Huſband recites that certain Purchaſe Money came to the Hands of his Wife, which aroſe by Sale of an Eſtate of a Son-in-law,

and that ſhe applied Part thereof to the proper Uſes,

and lent the Reſidue (at the Requeſt of Son-in-law and Daughter) upon Note or Bond of a Stranger, and that Part has been repaid, but the Reſt remains due,

and that it may happen that it may be recovered againſt the Huſband, &c.

he therefore orders that in ſuch Caſe

the ſame ſhall be deducted by his Executors out of ſuch Part of his reſiduary Eſtate as he hath lately ſettled in Truſt for that Daughter.

of, ſhall be paid, borne, and made good by and out of ſuch Part and Share of the ſaid Reſidue or Overplus of the ſaid *Abel Aſh*'s Eſtate as is by him lately ſettled or appointed to or for the Benefit of, or in Truſt for the ſaid *Hannah* his Daughter, or her Children, any Thing in the ſaid Settlement of the ſaid *Abel Aſh*'s Reſidue and Overplus of his ſaid real and perſonal Eſtate contained to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof the ſaid *Abel Aſh* hath hereunto ſet his Hand and Seal this ſeventh Day of *April*, in the ſixth Year of the Reign, *&c.*

N° 2. *A Defeazance of a Recognizance; this being a Deed declaring a Recognizance entered into by a Vendor of Lands to a ſecond Vendee, to be only as a Security to indemnify the purchaſed Lands againſt Tithes, except a certain* Modus. *The Conveyances are recited. There are ſome ſpecial Covenants, as in the Margin.*

THIS Indenture, made the twelfth Day of *June Anno Domini* 1731, and in the fourth Year of the Reign of our Sovereign Lord *George* the Second, *&c.* between *Luna Lane*, Widow and Relict of *Peter Lane*, late of *London*, Eſq; deceaſed, of the one Part, and *Andrew Aſtry* late of *Axton* in the County of *Bedford*, and now of *Condell* in the County of *Derby*, Eſq; only Son and Heir of *Andrew Aſtry* late of *Axton* aforeſaid, Eſq; deceaſed, of the other Part. Whereas by Indenture quadrupartite duly inrolled in Chancery dated the tenth Day of *April* which was in the Year of our Lord 1708, and made or mentioned to be made between the ſaid *Andrew Aſtry*, deceaſed, and the ſaid *Andrew Aſtry* Party hereto (by the Name of *Andrew Aſtry* the Younger, Eſq; Son and Heir Apparent of the ſaid *Andrew Aſtry* the Elder) of the firſt Part, *Edward Atkins*, Eſq; (ſince deceaſed) of the ſecond Part, *Felix Fox*, Eſq; of the third Part, and *Guy Gall*, Gent. of the fourth Part, and Fine and Common Recovery duly levied and ſuffered in purſuance of the ſame Indenture, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Axton* in the ſaid County of *Bedford*, and divers Meſſuages, Lands, Grounds and Hereditaments in the ſeveral Pariſhes of *Axton*, *Hock* and *Hayn*, ſome or one of them in the ſaid County of *Bedford*, and in the ſame Indenture particularly mentioned and deſcribed, and (among others) all that Cloſe of Paſture called or known by the Name of *Irrand*'s Cloſe, containing by Eſtimation twenty-four Acres more or leſs; and all that Parcel of Meadow called or known by the Name of *Ketton*'s Mead; and all that Meadow Ground called or known by the Name of *Len*'s Mead, containing by Eſtimation fifty Acres more or leſs; and all that Piece or Parcel of Meadow called *Murton*'s Mead, containing by Eſtimation twenty-ſix Acres more or leſs; and all that Cloſe or Piece of Ground called or known by the Name of *Nort*'s Ground, containing by Eſtimation fifty-five Acres more or leſs; and all thoſe Paſture Grounds called or known by the Name of *Olden*'s Hill, containing by Eſtimation forty Acres more or leſs; and all that other Paſture Ground called or known by the Name of *Purrow*, containing by Eſtimation twenty-three Acres more or leſs; and all that Meadow or Meadow Ground called or known by the Name of *Quet*'s Mead, containing by Eſtimation twenty-five Acres more or leſs; and all that Cloſe of Paſture or Paſture Ground called by the Name of *Rice*, containing by Eſtimation thirty-four Acres more or leſs; and all that Piece or Parcel of Meadow called or known by the Name of *Sam*'s Mead, containing two Acres more or leſs, with their reſpective Appurtenances, were for the Conſiderations in the ſame Indenture mentioned abſolutely limited and conveyed, to the Uſe and Behoof of the ſaid *Edward Atkins*, his Heirs and Aſſigns for ever. And whereas by Indenture dated the twelfth Day of *June* which was in the Year of our Lord 1708, and made or mentioned to be made between the ſaid *Andrew Aſtry* deceaſed, and *Andrew Aſtry* Party hereto, of the one Part, and the ſaid *Edward Atkins*, Eſq; of the other Part, reciting (among other Things) that they the ſaid *Andrew Aſtry* deceaſed, and *Andrew Aſtry* Party hereto, for the Conſideration therein mentioned, had ſold to the ſaid *Edward Atkins* and his Heirs, all the ſaid Manor of *Axton*, and other the Lands, Hereditaments and Premiſſes therein and (among others) herein above mentioned, and all their Manors, Lands and

The firſt Purchaſe Deed and Fine and Recovery recited.

Parcels now in queſtion, or conveyed to the ſecond Vendee.

Another Deed recited whereby

Hereditaments whatsoever, in the said County of *Bedford* (other than and except the Woods, Coppices and Wood-Grounds, and the Soil thereof, called or known by the Name of *Axton* Woods, containing by Estimation two hundred and sixty Acres more or less,) and that they the said *Andrew Astry* deceased, and *Andrew Astry* Party hereto, did affirm and declare during their Treaty with the said *Edward Atkins*, for the Sale of the said Manors and Premisses so by them sold him as aforesaid, that the said several Closes and Grounds called *Olden*'s Hill, *Purrow*, *Nort*'s Ground, *Murton*'s Mead, *Quet*'s Mead, *Rice* and *Sam*'s Mead, were exempt and discharged of and from the Payment of all manner of Tithes or any Thing in lieu of Tithes, and that the said Ground called *Ketton*'s Mead was also exempt and discharged from the Payment of Tithes in kind or any Thing in lieu thereof, other than a *Modus* of 10*s.* yearly; and that a Piece of Ground called *Font* Ground, lying in the said Meadow called *Len*'s Mead, was exempt and discharged from the Payment of Tithe Hay, and did sell to the said *Edward Atkins* the same Closes, Grounds and Meadows as so respectively exempted and discharged as aforesaid, and did engage and agree, that the said *Edward Atkins* and his Heirs or Assigns, and his and their Trustees, should and lawfully might hold and enjoy the same Closes, Meadows and Grounds so respectively exempt and discharged as aforesaid. Therefore to the end to indemnify and save harmless the said *Edward Atkins*, his Heirs, Executors, Administrators and Assigns, and the said Manor, Lands, Hereditaments and Premisses therein above mentioned to be purchased by him, of, from and against several Sums of Money therein mentioned, and which are all since satisfied and discharged, and also to secure the said *Edward Atkins*, his Heirs and Assigns, and his and their Trustees, from and against the Payment of Tithes in kind for the said several and respective Closes, Meadows and Grounds therein and herein above mentioned to be exempt and discharged thereof as aforesaid, or any Thing or Things in lieu thereof, (other than as aforesaid) and for other the Considerations in the said last mentioned Indenture expressed, they the said *Andrew Astry* deceased, and *Andrew Astry* Party hereto, did thereby grant and demise unto the said *Edward Atkins* all the said Woods, Coppices, and Wood-Grounds, and the Soil thereof, with the Appurtenances, called *Axton* Woods, To hold the same Premisses unto the said *Edward Atkins*, his Executors, Administrators and Assigns, from the Day before the Day of the Date of the same Indenture for the Term of fifteen hundred Years, without Impeachment of Waste, under a Proviso therein contained (among other Things therein mentioned, and which have been since done and performed) that if the said *Edward Atkins*, his Heirs and Assigns, and his and their Trustees, and their respective Heirs, Executors, Administrators and Assigns respectively, should and lawfully might from thenceforth have, hold and enjoy (for their several and respective Estates and Interests therein) the said several Closes, Meadows and Grounds called *Olden*'s Hill, *Purrow*, *Nort*'s Ground, *Murton*'s Mead, *Quet*'s Mead, *Rice* and *Sam*'s Mead, *Ketton*'s Mead, and the said *Font* Ground, exempt and discharged of and from the Payment of Tithes or other Thing in lieu thereof (other than and except as therein and herein before is mentioned) according to the Contract and Agreement of them the said *Andrew Astry*, deceased, and *Andrew Astry* Party hereto as aforesaid, then the said Indenture, and the said Term of fifteen hundred Years should cease and be void. And they the said *Andrew Astry* deceased, and *Andrew Astry* Party hereto, did in and by the said last mentioned Indenture covenant with the said *Edward Atkins* (among other Things) that he the said *Edward Atkins*, his Heirs and Assigns, and his and their Trustees, and their respective Heirs, Executors, Administrators or Assigns, should and lawfully might from thenceforth (for their several and respective Estates and Interests therein) have, hold and enjoy the said several Closes, Meadows and Grounds in the said Proviso and last herein before mentioned, exempt and discharged as aforesaid accordingly, as by the said several recited Indentures, Fine and Recovery, Relation being thereunto respectively had, may more fully appear. And whereas by divers good and sufficient mesne Conveyances and Assurances in the Law or otherwise, the said Manor, Messuages, Lands, Hereditaments and Premisses so sold and conveyed to the said *Edward Atkins* and his Heirs as aforesaid, are since come to and vested in the said *Luna Lane* and *Matthew Martin* of the City of *London*, Esq; *Nathaniel Nunn* of the City of *Westminster*, Esq; and *Owen Owram* of *Vam*

in order to indemnify the first Vendee against Tithes, &c.

The Vendor demised to him other Lands for a long Term,

provided that if the Purchaser enjoyed Tithe-free, &c the Term to be void,

and a Covenant therein recited; that the first Vendee should enjoy accordingly.

Recital that the Premisses are now come to the Executors by Purchase.

in the County of *Warwick*, Eſq; (the four acting Executors of the laſt Will and Teſtament of the ſaid *Peter Lane*, deceaſed) and their Heirs, who have lately purchaſed the ſame for the Sum of 12000 *l.* (Part of the perſonal Eſtate of the ſaid *Peter Lane*) as by certain Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled, or intended to be inrolled in Chancery, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe and Bargain and Sale bearing even Date herewith, and made or mentioned to be made between *Adam Atkins* of *London*, Eſq; of the firſt Part, *Bryan Bing* of *Crowton* in the County of *Devon*, Eſq; and *Joſeph Jenks* of *Lincoln's-Inn* in the County of *Middleſex*, Eſq; of the ſecond Part, the ſaid *Luna Lane*, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, of the third Part, and the ſeveral Deeds and Writings, and Act of Parliament in the ſame Releaſe recited, Relation being thereunto reſpectively had, may appear.

And that the Vendor hath lately ſold the demiſed Lands,

And whereas the ſaid *Andrew Aſtry* Party hereto, hath lately, for a valuable Conſideration, ſold and conveyed away the ſaid Woods, Coppices and Wood-Grounds called *Axton* Woods, and the Soil thereof, with their Appurtenances, and the Fee-Simple and Inheritance thereof, unto and to the Uſe of *Edmund Evelyn* of the City of *Weſtminſter* in the County of *Middleſex*, Eſq; his Heirs and Aſſigns.

and that at his Requeſt the Deed of Demiſe and Indemnity hath been delivered up to be cancelled.

And whereas at the Inſtance and Requeſt of the ſaid *Andrew Aſtry* Party hereto, and upon his undertaking and agreeing to enter into the Recognizance herein after recited for the Purpoſes herein after mentioned, the ſaid recited Indenture of the twelfth of *June* 1708, (with the Conſent of the ſaid *Luna Lane*) hath been delivered up to the ſaid *Edmund Evelyn* to be cancelled, in order to facilitate the ſaid Sale to him of the ſaid Woods, Wood-Grounds and laſt mentioned Premiſſes, and to free and diſcharge the ſame of and from the ſaid recited Incumbrances to which the ſaid Premiſſes were ſubject and liable by virtue of the ſaid laſt mentioned Indenture.

Andthat ſome Demand has been lately made of a *Modus* for the Lands ſold Tithe-free,

And whereas ſome Claim or Demand hath been lately made of or for the Payment of the yearly Sum of 1 *l.* 10 *s.* for or in lieu of, or as a *Modus* for Tithes out of ſome Part of the aforeſaid Cloſes, Meadows, Grounds and Hereditaments which were ſo ſold and conveyed to the ſaid *Edward Atkins*, exempted and diſcharged as aforeſaid, or ſome other Part of the Premiſſes ſo by him purchaſed as aforeſaid.

and that the Executors purchaſed ſubject to it if juſtly due,

And whereas the ſaid Manor, Meſſuages, Lands and Hereditaments purchaſed by the ſaid Executors of the ſaid late *Peter Lane* as aforeſaid, were ſo by them purchaſed, ſubject to the ſaid yearly Sum of 1 *l.* 10 *s.* (if any ſuch be juſtly due and payable.)

and that the Vendor has entered into a Recognizance in nature of a StatuteStaple.

And whereas in purſuance and performance of the ſaid recited Agreement on the Part of the ſaid *Andrew Aſtry* Party hereto, he the ſame *Andrew Aſtry* in and by one Recognizance in the Nature of a Statute-Staple bearing Date the ninth Day of this Inſtant Month of *June*, and taken and acknowledged before the Right Honourable Sir *Robert Eyre*, Knight, Lord Chief Juſtice of his Majeſty's Court of Common Pleas at *Weſtminſter*, is become bound unto the ſaid *Luna Lane* (one of the acting Executors of the ſaid *Peter Lane*, deceaſed) in the Sum of 1200 *l.* of lawful Money of *Great Britain*.

The Agreement and Declaration that the Recognizance is only to indemnify the purchaſed Lands againſt all Demands for Tithes, except, &c.

Now this Indenture witneſſeth, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, That the ſaid recited Recognizance was ſo entered into by the ſaid *Andrew Aſtry* to the ſaid *Luna Lane* as aforeſaid, only as a Security that the ſaid ſeveral Cloſes, Meadows, Grounds and Hereditaments ſo ſold by the ſaid *Andrew Aſtry*, deceaſed, and *Andrew Aſtry* Party hereto, unto the ſaid *Edward Atkins*, exempt and diſcharged of and from the Payment of Tithes, or any Thing in lieu of Tithes (other than and except as in the ſaid recited Indenture of the twelfth Day of *June* 1708 is mentioned) ſhall be accordingly for ever hereafter had, held and enjoyed ſo freed, exempted and diſcharged, according to the true Intent and Meaning of the ſame Indenture and of theſe Preſents (other than and except as aforeſaid, and other than and except of and from the ſaid yearly Sum of 1 *l.* 10 *s.* ſo lately claimed and demanded as aforeſaid, and ſubject to which (if any ſuch be juſtly due and payable) the ſaid Manor, Meſſuages, Lands and Hereditaments were purchaſed by the ſaid Executors of the ſaid *Peter Lane* as aforeſaid.)

and covenant not to ſue upon it until damnified.

And therefore the ſaid *Luna Lane* doth hereby for herſelf, her Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree, to and with the ſaid *Andrew Aſtry* Party hereto, his Heirs, Executors, Adminiſtrators and Aſſigns, that no Extent, Proceſs, or other Execution whatſoever ſhall be had, ſued out, or proſecuted upon, or Benefit or Advantage taken by Virtue of the ſaid Recognizance, in caſe and for ſo long time as they the ſaid

Luna

Luna Lane, *Matthew Martin*, *Nathaniel Nunn* and *Owen Owram*, their Heirs and Aſſigns, ſhall peaceably and quietly have, hold, poſſeſs and enjoy the ſaid ſeveral Cloſes, Meadows and Grounds called *Olden's* Hill, *Purrow*, *Nort's* Ground, *Murton's* Mead, *Quet's* Mead, *Rice* and *Sam's* Mead, *Ketton's* Mead, and *Font* Ground, and every of them, with their Appurtenances, freed, exempted and diſcharged, of and from the Payment of Tithes, or any Thing in lieu of Tithes, (other than and except as is herein before mentioned and excepted.) Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties hereto, and the ſaid *Luna Lane* doth hereby for herſelf, her Heirs, Executors, Adminiſtrators, and Aſſigns, covenant, promiſe and agree, to and with the ſaid *Andrew Aſtry* Party hereto, his Heirs, Executors, Adminiſtrators and Aſſigns, that in caſe the ſaid *Andrew Aſtry*, his Heirs, Executors or Adminiſtrators, ſhall and do at any Time or Times hereafter, at his or their own proper Coſts and Charges, to the Satisfaction of the ſaid *Luna Lane*, her Heirs, Executors, Adminiſtrators or Aſſigns, or her or their Counſel learned in the Law, legally and effectually ſettle and convey, or otherwiſe charge and ſubject Freehold Meſſuages of Lands or Hereditaments of Inheritance in Fee-Simple, in Poſſeſſion of a good Title, and free from Incumbrances, of the yearly Value of 60*l.* at leaſt, as a Security for the Purpoſes aforeſaid, and a ſufficient Indemnification againſt the Payment of Tithes, or any Thing in lieu of Tithes (other than and except as is herein before mentioned and excepted) out of the ſaid ſeveral Cloſes, Meadows and Grounds laſt herein before particularly mentioned, every or any of them, then and in ſuch caſe, and immediately thereupon, and not before, ſhe the ſaid *Luna Lane*, her Executors, Adminiſtrators or Aſſigns, ſhall and will deliver up the ſaid Recognizance to be cancelled and vacated on Record. And the ſaid *Andrew Aſtry* Party hereto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Luna Lane*, her Heirs, Executors, Adminiſtrators and Aſſigns, that all and every the ſaid ſeveral Cloſes, Meadows and Grounds laſt herein before particularly mentioned, with their Appurtenances, now are and be, and ſhall from Time to Time, and at all Times hereafter, remain and continue freed, exempted and diſcharged, of and from the Payment of Tithes, or any Thing in lieu of Tithes (other than and except as is herein before mentioned and excepted). In witneſs, *&c.*

Covenant that if the Vendor will ſettle Lands, *&c.* to indemnify againſt the Tithes, his Recognizance ſhall be delivered up to be cancelled.

The Vendor covenants to diſcharge the purchaſed Lands of Tithes, *&c.*

A Defeazance of a Recognizance in Nature of a Statute-Staple, on Payment of Principal and Intereſt ſecured thereby. N° 3.

THIS Indenture, made the tenth Day of *December Anno Domini* 1713, and in the twelfth Year of the Reign, *&c.* between *Auſtin Allen* of *Bradden* in the County of *Cornwall*, Gent. of the one Part, and *David Deal* of *Etton* in the County of *Flint*, Eſq; of the other Part. Whereas the ſaid *David Deal* hath acknowledged before the Right Honourable *Thomas* Lord *Trevor*, Baron *Trevor* of Lord Chief Juſtice of the Court of Common Pleas at *Weſtminſter*, one Recognizance in the nature of a Statute-Staple, of and for the Sum of 600*l.* of lawful Money of *Great Britain*, unto the ſaid *Auſtin Allen*, bearing even Date with theſe Preſents. Now this Indenture witneſſeth, and it is hereby nevertheleſs declared and agreed by and between the ſaid Parties to theſe Preſents; and the ſaid *Auſtin Allen* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant and grant to and with the ſaid *David Deal*, his Heirs, Executors and Adminiſtrators, by theſe Preſents, that if the ſaid *David Deal*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *Auſtin Allen*, his Executors, Adminiſtrators or Aſſigns, the Sum of 310*l.* of lawful Money of *Great Britain*, at or in the common Dining Hall of *Lincoln's Inn* in the County of *Middleſex*, upon the tenth Day of *June* next enſuing the Date of theſe Preſents, and which ſhall be in the Year of our Lord 1714, then the ſaid Recognizance ſhall be void, fruſtrate, and of none Effect. And then alſo, that he the ſaid *Auſtin Allen*, his Executors, Adminiſtrators or Aſſigns, ſhall and will deliver up and render the ſaid Recognizance unto him the ſaid *David Deal*, his Executors, Adminiſtrators or Aſſigns, to be cancelled and vacated

The Recognizance recited.

The Clauſe of Defeazance upon Payment of Principal and Intereſt.

vacated on Record. But if Default of Payment be made of the ſaid Sum of 310*l.* or any Part in Form aforeſaid, then the ſaid Recognizance to remain in full Force and Effect. In witneſs, *&c.*

N° 4. ***A Defeazance, being a Deed between the Morgagee and her Truſtees and the Mortgagor, declaring ſeveral Conveyances herein recited, to be only by way of Mortgage to ſecure one Sum of Money and Intereſt. Proper Covenants between Mortgagor and Mortgagee.***

THIS Indenture, made the twenty-fourth Day of *March Anno Domini* 1716, and in the third Year of the Reign of our Sovereign Lord *George*, *&c.* between *Amy Alkin* of the Pariſh of *Bruton* in the County of *Carmarthen*, Widow, *Duncan Dun* of *London*, Merchant, *Edward Dun* of *London*, Merchant, *Francis Fiſh* of *Gore* in the ſaid County of *Carmarthen*, Eſq; and *Henry Harris* of *London*, Merchant, of the one Part, and *James Joy* of *Gore* aforeſaid, Eſq; Couſin and Heir of *Kezia Kemp*, late of *Londs* in the County of *Merioneth*, Widow, deceaſed, who was ſole Daughter and Heir of *Noah Joy* late of *Onton* in the ſaid County of *Merioneth*, Eſq; alſo deceaſed, of the other Part. Whereas in and by one Indenture quadrupartite, bearing even Date with theſe Preſents, and made or mentioned to be made between *Paul Penn* of *Weſtminſter* in the County of *Middleſex*, Eſq; and *Rebecca* his Wife, late Wife of *Simon Strut*, late of *Tam* in the County of *Wilts*, Eſq; deceaſed, and alſo Executrix of the laſt Will and Teſtament of the ſaid *Simon Strut*, of the firſt Part, *Xantippe Yard* of the Pariſh of *Yar* in the ſaid County of *Carmarthen*, Spinſter, and *Zara Yard* of the ſame Pariſh, Spinſter, two of the Daughters of *Zarah Yard*, Widow, deceaſed, of the ſecond Part, the ſaid *James Joy* of the third Part, and the ſaid *Amy Alkin* of the fourth Part, being, as therein is recited, in conſideration of the Sum of 3000*l.* of lawful Money of *Great-Britain*, to the ſaid *Xantippe Yard* and *Zara Yard* in hand paid by the ſaid *Amy Alkin*, at the Requeſt, and by the Direction and Appointment of the ſaid *James Joy*, and other the Conſiderations therein mentioned, they the ſaid *Paul Penn* and *Rebecca* his Wife, at the Requeſt, and by the Direction and Appointment of the ſaid *James Joy*, *Xantippe Yard* and *Zara Yard*; and alſo the ſaid *Xantippe Yard* and *Zara Yard* did bargain, ſell, aſſign, transfer and ſet over, and the ſaid *James Joy* did ratify and confirm unto the ſaid *Amy Alkin*, her Executors, Adminiſtrators and Aſſigns, all that the Manor of *Onton*, with the Rights, Members and Appurtenances, in the ſaid County of *Merioneth*, and all that capital Meſſuage or Manor Houſe of *Onton*, with the Appurtenances thereof, and all Houſes, Out-Houſes, Barns, Stables, Edifices, Buildings, Yards, Orchards, Gardens, Backſides and Appurtenances whatſoever, to the ſaid capital Meſſuage or Manor Houſe belonging or appertaining, or therewith uſually occupied or enjoyed; and all thoſe Meadow and Paſture Grounds, commonly called or known by the Name of *Arton*, *Bidford* and *Cadwell*, with four hundred Acres of Arable Land, be it more or leſs, and five hundred Sheep Paſtures lying in the common Fields of *Onton* aforeſaid; all which ſaid Premiſſes were ſometime heretofore in the Tenure or Occupation of *Duncan Dun* and *Edward Dun*, or their Aſſigns; and all other the Meſſuages, Lands, Tenements and Hereditaments, late in the Tenure or Poſſeſſion of the ſaid *Noah Joy*, or his Aſſigns, Part, Parcel or Member of the ſaid Manor of *Onton*, or reputed or accepted as Part, Parcel or Member of the ſame, and lying and being within the ſaid Pariſh of *Onton*, and the Advowſon of the Church of *Onton* aforeſaid; and all that the Manor of *Londs*, with the Rights, Members and Appurtenances in the ſaid County of *Merioneth*; and all other the Lands and Hereditaments whatſoever, late of the ſaid *Noah Joy*, in the Pariſh of *Frand*, called or known by the Name of *Londs* or *Londs* Town, and all Ways, Waters, Watercourſes, Eaſements, Liberties, Woods, Underwoods, Commons, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever to the ſaid Manors, Meſſuages, Farms, Lands and Premiſſes incident or appertaining, or therewith uſually occupied or enjoyed, as Part, Parcel or Member thereof, or of any Part or Parcel thereof; and all other the Freehold Manors, Meſſuages, Lands and Hereditaments whatſoever, late of the ſaid *Noah Joy*, ſituate, lying and being in the ſaid

Recital of a Deed of Aſſignment and Confirmation, by the Owner and Truſtees reſpectively, of a long Term by way of Mortgage.

The Parcels.

General Words.

ſaid County of *Merioneth*, belonging or appertaining to the ſaid Manor of *Onton*, or to the ſaid Manor or Farm of *Londs*, or reputed, taken or accepted as Part, Parcel or Member of either of them, or lying and being within the ſaid Pariſhes of *Frand* or *Onton*, or either of them, to hold unto the ſaid *Amy Alkin*, her Executors, Adminiſtrators and Aſſigns from thenceforth, for and during all the Reſidue of a certain Term of five hundred Years therein, in the ſaid recited Indenture mentioned. And whereas by one other Indenture quinquepartite bearing even Date with theſe Preſents, and made or mentioned to be made between *George Glynne* of *London*, Eſq; and *Henry Hall* of *London*, Eſq; Executors of the laſt Will and Teſtament of *John Glynne*, Eſq; deceaſed of the firſt Part, the ſaid *Xantippe Yard* and *Zara Yard* of the ſecond Part, the ſaid *James Joy* of the third Part, the ſaid *Henry Harris* of the fourth Part, and the ſaid *Amy Alkin* of the fifth Part, for the Conſideration in the ſaid firſt recited Indenture mentioned, the Reſidue of a certain Term of ſeventy Years of and in Parcel of the Premiſſes is aſſigned unto the ſaid *Henry Harris*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Amy Alkin*, her Executors, Adminiſtrators and Aſſigns. And whereas by one other Indenture quadrupartite, bearing even Date with theſe Preſents, and made or mentioned to be made between *Kenelm Keſtle*, Eſq; one of the Sons of *Luke Keſtle*, and Executor of the laſt Will and Teſtament of the ſaid *Luke Keſtle*, and *Martin Moyle*, Eſq; Son and Heir Apparent of *Martin Moyle* of *Nottingham*, Eſq; of the firſt Part, the ſaid *James Joy* and *Owen Oldys*, Eſqs. of the ſecond Part, the ſaid *Francis Fiſh* of the third Part, and the ſaid *Amy Alkin* of the fourth Part, for the Conſideration in the ſaid firſt recited Indenture mentioned, the Reſidue of a certain Term of three hundred Years of and in the Premiſſes, or ſome Part thereof, is aſſigned to the ſaid *Francis Fiſh*, his Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *Amy Alkin*, her Executors, Adminiſtrators and Aſſigns. And whereas by certain Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day before the Day of the Date hereof, and the Releaſe being quinquepartite, bearing even Date with theſe Preſents, and made or mentioned to be made between *Philip Peck* of, *&c.* Eſq; and *Ralph Peck*, Eſq; of the firſt Part, the ſaid *Xantippe Yard* and *Zara Yard* of the ſecond Part, the ſaid *James Joy* of the third Part, the ſaid *Duncan Dun* and *Edward Dun* of the fourth Part, and the ſaid *Amy Alkin* of the fifth Part, for the Conſideration in the ſaid firſt recited Indenture mentioned, the Reverſion and Inheritance in Fee-Simple of and in all and every the aforeſaid Manor and Premiſſes, are conveyed unto the ſaid *Duncan Dun* and *Edward Dun*, their Heirs and Aſſigns, to the Uſe of them, their Heirs and Aſſigns, in Truſt for the ſaid *Amy Alkin*, her Heirs, Executors, Adminiſtrators and Aſſigns; as by the ſaid ſeveral recited Indentures, Relation being thereunto reſpectively had, may more at large appear. And whereas the ſaid ſeveral Aſſignments and Conveyances herein before recited to be made to the ſaid *Amy Alkin*, *Duncan Dun*, *Edward Dun*, *Francis Fiſh* and *Henry Harris* reſpectively as aforeſaid, were and are ſo made as and by way of Security only, for the Repayment of one and the ſame intire Sum of 3000*l.* principal Money lent and paid by the ſaid *Amy Alkin*, together with Intereſt for the ſame, in ſuch Manner as is herein after for that Purpoſe mentioned. Now therefore this Indenture witneſſeth, That it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents; and the ſaid *Amy Alkin* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant and agree, to and with the ſaid *James Joy*, his Heirs, Executors and Adminiſtrators, that if the ſaid *James Joy*, his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *Amy Alkin*, her Executors, Adminiſtrators or Aſſigns, at or in the common Dining Hall of *Lincoln's Inn*, the full and juſt Sum of 3150*l.* of lawful Money of *Great Britain*, without any Deduction, Defalcation or Abatement out of the ſame, or any Part thereof, for or in reſpect of any Taxes, charges, Aſſeſſments, Payments, or other Matter, Cauſe or Thing whatſoever, taxed, Charged or impoſed, or to be taxed, charged or impoſed upon the Premiſſes, or any of them, or upon the ſaid *Amy Alkin*, *Duncan Dun*, *Edward Dun*, *Francis Fiſh* and *Henry Harris*, or any of them, their or any of their Heirs, Executors, Anminiſtrators or Aſſigns, for or in reſpect thereof, by Authority of Parliament, or otherwiſe howſoever, in Manner following; that is to ſay, The Sum of 75*l.* Part thereof, on the twenty-

Another Deed recited, being the Aſſignment of another Term of the Premiſſes,

in Truſt for the Mortgagee.

Another Deed recited being an Aſſignment of another Term of the Premiſſes,

in Truſt for the Mortgagee.

Leaſe and Releaſe recited, being a Conveyance in Fee to Truſtees, in Truſt for the Mortgagee.

Recital that the above Conveyances are only to ſecure a Sum of Money, *&c.*

The Mortgagee covenants, on Payment, to reconvey.

fourth Day of *September* next enſuing the Date hereof, and which ſhall be in the Year of our Lord 1717. and the further Sum of 3075*l.* Reſidue and in full Payment of the ſaid Sum of 3150*l.* upon the twenty-fourth Day of *March* then next enſuing, then and in ſuch Caſe, and at all Times from thenceforth, they the ſaid *Amy Alkin*, *Duncan Dun*, *Edward Dun*, *Francis Fiſh*, and *Henry Harris* reſpectively, and their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will, at the Requeſt, Coſts and Charges of the ſaid *James Joy*, his Heirs, Executors or Adminiſtrators, reaſſign and reconvey all and every the ſaid Manor or Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before recited to be to them, or any of them, aſſigned and conveyed reſpectively as aforeſaid, unto the ſaid *James Joy*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, or unto ſuch other Perſon or Perſons as he or they ſhall for that Purpoſe nominate or appoint, free from all Incumbrances made or done, or to be made or done by the ſaid *Amy Alkin*, *Duncan Dun*, *Edward Dun*, *Francis Fiſh* and *Henry Harris*, or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons claiming or to claim, from, by or under them, or any of them, any thing in theſe Preſents, or in the ſaid recited Indentures contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *James Joy* doth hereby for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Amy Alkin*, her Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, That he the ſaid *James Joy*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *Amy Alkin*, her Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 3150*l.* at ſuch Times and Place, and in ſuch Manner and Form as are herein before mentioned for Payment thereof, without any Deduction or Abatement for Taxes or otherwiſe as aforeſaid, according to the Tenor of the aforeſaid Agreement in that Behalf, and the true Intent and Meaning of theſe Preſents. And further, that he the ſaid *James Joy*, his Heirs, Executors and Adminiſtrators, or ſome of them, ſhall and will, at his or their own proper Coſts and Charges, bear, ſatisfy and pay all and every the ſaid Taxes, Charges, Aſſeſſments and Payments, and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified the ſaid *Amy Alkin*, *Duncan Dun*, *Edward Dun*, *Francis Fiſh* and *Henry Harris*, and every of them, their and every of their Heirs, Executors, Adminiſtrators and Aſſigns, and the ſaid Sum of 3150*l.* And further, the ſaid *James Joy*, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Amy Alkin*, her Heirs, Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, That it ſhall and may be lawful to and for the ſaid *Amy Alkin*, *Duncan Dun*, *Edward Dun*, *Francis Fiſh* and *Henry Harris* reſpectively, and their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, from time to time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 3150*l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Agreement and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before recited to be aſſigned and conveyed to them reſpectively as aforeſaid, and to receive and take the Rents and Profits thereof, and of every Part thereof, in Truſt as aforeſaid, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *James Joy*, his Heirs or Aſſigns, or of or by any Perſon or Perſons whomſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *James Joy*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Jointures, Leaſes, Mortgages, Dowers, Right and Title of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *James Joy*, his Heirs or Aſſigns, or by any other Perſon or Perſons whomſoever. And moreover,

The Mortgagor covenants to pay, &c.

and to pay Taxes, &c. and to indemnify the Mortgagee and her Truſtees,

and for Entry and quiet Enjoyment by the Mortgagee on default of Payment,

free from Incumbrances,

that he the ſaid *James Joy*, his Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes aforementioned, or any of them, or any Part thereof, ſhall and will from time to time, and at all times, from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of 3150*l.* or any Part thereof, contrary to the Form and Effect of the aforeſaid Agreement and Covenant for Payment of the ſame, and the true Intent and Meaning of theſe Preſents, upon every reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *Amy Alkin*, her Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, and more perfect and abſolute aſſuring and conveying the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, unto the ſaid *Amy Alkin*, *Duncan Dun*, *Edward Dun*, *Francis Fiſh* and *Henry Harris* reſpectively, and their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, according to their ſeveral and reſpective Eſtates and Intereſts therein, diſcharged of the ſaid Agreement for Redemption of the Premiſſes, or any Equity thereupon, as by the ſaid *Amy Alkin*, her Executors, Adminiſtrators or Aſſigns, or her or their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required. And laſtly, It is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That in the mean time, and until Default ſhall happen to be made of or in Payment of the aforeſaid Sum of 3150*l.* or ſome Part thereof, contrary to the Form and Effect of the aforeſaid Agreement and Covenant for Payment of the ſame, it ſhall and may be lawful to and for the ſaid *James Joy*, and his Heirs, peaceably and quietly to have, hold and enjoy the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and to receive and take the Rents and Profits thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial or Interruption of or by the ſaid *Amy Alkin*, *Duncan Dun*, *Edward Dun*, *Francis Fiſh* and *Henry Harris*, or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of or by any other Perſon or Perſons lawfully claiming or to claim, from by or under them, or any of them. In witneſs, *&c.*

and for further Aſſurances.

The Mortgagor to continue in Poſſeſſion until Default of Payment.

A Defezance of a Recognizance in nature of a Statute-Staple; on Payment of Money ſecured thereby, with Intereſt, the ſame to be void. N° 5.

THIS Indenture, *&c.* between *Amy Alkin* of the Pariſh of *Bitton* in the County of *Middleſex*, Widow, of the one Part, and *Cyril Cary* of *Lincoln's Inn* in the ſaid County of *Middleſex*, Eſq; of the other Part. Whereas the ſaid *Cyril Cary* hath acknowledged before the Right Honourable *Thomas* Lord *Parker*, Lord Chief Juſtice of his Majeſty's Court of King's Bench, one Recognizance in the Nature of a Statute-Staple of and for the Sum of 5000*l.* of lawful Money of *Great Britain*, unto the ſaid *Amy Alkin*, bearing even Date herewith. Now witneſs theſe Preſents, That it is agreed between the ſaid Parties hereunto, and the ſaid *Amy Alkin* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant and grant to and with the ſaid *Cyril Cary*, his Heirs, Executors and Adminiſtrators, that if the ſaid *Cyril Cary*, his Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *Amy Alkin*, her Executors, Adminiſtrators or Aſſigns, the Sum of 2500*l.* of like lawful Money of *Great Britain*, at or in the common Dining Hall of *Lincoln's Inn* aforeſaid, the twenty-third Day of *December* next enſuing the Date of theſe Preſents, together with lawful Intereſt for the ſame, after the Rate of 5*l. per Cent. per Annum*, in the mean Time, and until Payment thereof (being the ſame Sum of 2500*l.* mentioned in a certain Proviſo contained in one Indenture bearing Date the tenth Day of *Auguſt* laſt paſt before the Date hereof, and made or mentioned to be made between, *&c.* and thereby made payable as aforeſaid) then the ſaid Recogni-

The Recognizance recited.

The Agreement and Covenant.

zance

The Recognizance to be cancelled.

zance ſhall be void, fruſtrate, and of none Effect. And then alſo the ſaid *Amy Alkin*, her Executors, Adminiſtrators or Aſſigns, ſhall and will deliver up the ſaid Recognizance unto the ſaid *Cyril Cary*, his Heirs, Executors or Adminiſtrators, to be cancelled and vacated on Record: But if Default be made of Payment of the ſaid Sum of 2500*l.* in Form aforeſaid, then the ſaid Recognizance to remain in full Force and Virtue. In witneſs, *&c.*

N° 6. *A Defeazance, being a Deed between two Obligors and the Obligee in a Bond, to declare that a Warrant of Attorney alſo given is only for the ſame Sum, and on Payment to deliver both up; or if Judgment entered, Satisfaction to be acknowledged.*

THIS Indenture, made the ſixth Day of *February* 1726, in the thirteenth Year, *&c.* between *Amos Aſton* of *Barden*, in the Pariſh of *Cleden* in the County of *Denbigh*, Gent. of the one Part, and *Ezra Edge* and *Fulk Edge*, both of *Grenos* in the Pariſh of *Harne* in the County of *Kent*, Bakers, of the other Part. Whereas in and by one Bond or Obligation bearing even Date with theſe Preſents, the ſaid *Ezra Edge* and *Fulk Edge* are become bound to the ſaid *Amos Aſton* in the penal Sum of 800*l.* of lawful Money of *Great Britain*, with Condition there under written for making void the ſame Obligation on Payment of the Sum of 400*l.* of like Money by the ſaid *Ezra Edge* and *Fulk Edge*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, unto the ſaid *Amos Aſton*, his Executors, Adminiſtrators or Aſſigns, on the ſixth Day of *Auguſt* next enſuing the Day of the Date of the ſame Obligation, and which will be in the Year of our Lord 1727, with lawful Intereſt for the ſame in the mean time, and until Payment thereof. And whereas the ſaid *Ezra Edge* and *Fulk Edge* have on the Day of the Date hereof ſealed and executed a Warrant of Attorney to confeſs Judgment againſt them in the Court of Common Pleas at *Weſtminſter*, as of *Eaſter* Term next enſuing the Date hereof, or of any other ſubſequent Term, in an Action of 800*l.* at the Suit of the ſaid *Amos Aſton*, to be thereupon forthwith entered up againſt them the ſaid *Ezra Edge* and *Fulk Edge* of Record for the ſaid Sum of 800*l.* beſides Coſts of Suit, as by the ſaid recited Bond or Obligation, and Warrant of Attorney, Relation being thereunto reſpectively had, may appear. And whereas the ſaid recited Warrant of Attorney ſo ſealed and executed by them the ſaid *Ezra Edge* and *Fulk Edge* to confeſs Judgment againſt them as aforeſaid, and the ſaid Judgment to be thereupon entered up againſt them as aforeſaid, are ſo ſealed and executed to be entered up as aforeſaid, only as a further Security to the ſaid *Amos Aſton*, his Executors, Adminiſtrators or Aſſigns, for ſecuring to him and them the Payment of the ſaid principal Sum of 400*l.* and lawful Intereſt for the ſame, on the ſaid ſixth Day of *Auguſt* now next enſuing, according to the true Intent and Meaning of the ſaid Condition of the recited Bond or Obligation. Now therefore this Indenture witneſſeth, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *Amos Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and grant, to and with the ſaid *Ezra Edge* and *Fulk Edge*, their Heirs, Executors and Adminiſtrators, that if the ſaid *Ezra Edge* and *Fulk Edge*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *Amos Aſton*, his Executors, Adminiſtrators or Aſſigns, the ſaid principal Sum of 400*l.* and lawful Intereſt for the ſame in the mean time, and until Payment thereof, on the ſaid ſixth Day of *Auguſt* now next enſuing, according to the true Intent and Meaning of the ſaid Condition of the ſaid recited Bond or Obligation, and in diſcharge and ſatisfaction of the ſame Bond and Condition there under written, then the ſaid *Amos Aſton*, his Executors, Adminiſtrators or Aſſigns, ſhall and will not only deliver up unto the ſaid *Ezra Edge* and *Fulk Edge* or one of them, their or one of their Heirs, Executors or Adminiſtrators, the ſaid recited Bond or Obligation, and the ſaid recited Warrant of Attorney (in caſe Judgment ſhall not in the mean ime be entered up thereupon) to be cancelled; but alſo ſhall and will (in caſe Judgment ſhall have been then entered up as aforeſaid) upon the Requeſt, and at the Charges and Coſts of the ſaid *Ezra Edge*

Bond recited.

Warrant of Attorney recited,

and that the Warrant is only a further Security for the ſame Money.

Declaration that the Bond and Warrant are for the ſame Money.

On Payment both to be delivered up,

or if Judgment entered Satisfaction to be acknowledged,

and *Fulk Edge*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, cauſe or procure Satisfaction to be acknowledged on Record on the ſaid Judgment. But if Default of Payment be made of the ſaid Sum of 400*l.* and the Intereſt thereof, or of any Part thereof, in Form aforeſaid, then not only the ſaid recited Bond or Obligation, but alſo the ſaid Warrant of Attorney, and the ſaid Judgment thereupon to be entered up as aforeſaid, to remain in full Force and Effect. In witneſs, *&c.*

A Defeazance of a Recognizance which a Vendor of Lands acknowledged to the Purchaſer, as a Security againſt a poſſible Charge, to be void on the Vendor's procuring a proper Indemnity. N° 7.

THIS Indenture, made the thirteenth Day of *September Anno Domini* 1726, and in the thirteenth Year of the Reign *&c.* between Sir *Abraham Aſhby*, of *Batton* in the County of *Cambridge*, Baronet, of the one Part, and *Denzil Dent* of *Enfield* in the County of *Flint*, Eſq; of the other Part. Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe bearing even Date herewith, and made or mentioned to be made between the ſaid *Denzil Dent* and *Gertrude* his Wife, and *Helena Hall* Spinſter, of the one Part, and the ſaid Sir *Abraham Aſhby* of the other Part, and Fine *Sur Conuzance de droit come ceo, &c.* in the ſame Releaſe covenanted to be levied, the ſaid *Denzil Dent* and *Gertrude* his Wife, and *Helena Hall*, in conſideration of the Sum of 4000*l.* of lawful Money of *Great Britain*, in the ſaid Indenture of Releaſe mentioned to be paid, and then actually paid accordingly by the ſaid Sir *Abraham Aſhby* to the ſaid *Denzil Dent*, and for other the Conſiderations therein mentioned, have granted and conveyed unto and to the Uſe of the ſaid Sir *Abraham Aſhby*, his Heirs and Aſſigns, a Piece or Parcel of Meadow or Marſh-Ground, with the Appurtenances, lying and being in *Irrill* Marſh in the Pariſh of *Knowt* in the County of *Flint*, and commonly called *Londs* Marſh, now or late divided into three ſeveral Cloſes, containing together in the Whole by Eſtimation ſixty Acres, more or leſs, and now or late in the Tenure, Poſſeſſion or Occupation of *Mark Moyle*, his Aſſigns, Leſſees, or Under-tenants, at and under the Yearly Rent of 160*l.* which ſaid Meadow or Marſh-Ground, with the Appurtenances, by Indenture ſextipartite of Partition, bearing Date the thirtieth Day of *November* now laſt paſt, and made or mentioned to be made between the ſaid *Helena Hall* of the firſt Part, *Noah Norris* of *London*, Gent. of the ſecond Part, the ſaid *Denzil Dent* and *Gertrude* his Wife of the third Part, *Olympia Norris* of *Enfield* aforeſaid, Spinſter, of the fourth Part, *Prudence Hall* of *Quigg* in the Pariſh of *Raab* in the County of *Suſſex*, Spinſter, of the fifth Part, and *Thomas Treby*, Eſq; and *Vincent Veal*, Gent. of the ſixth Part, and Fine *Sur Conuzance de droit come ceo, &c.* therein covenanted to be levied, and which was afterwards levied accordingly, was among other Lands conveyed and limited unto and to the Uſe of the ſaid *Denzil Dent*, his Heirs and Aſſigns. In which ſaid Indenture ſextipartite there is contained a Proviſo to the Effect following; that is to ſay, That if any Part or Parcel of the Hereditaments and Premiſſes therein reſpectively accepted by, and limited to them the ſaid *Noah Norris*, *Denzil Dent* and *Gertrude* his Wife, *Olympia Norris* and *Prudence Hall*, in manner therein mentioned, ſhould at any Time or Times during the Space of ten Years thence next enſuing, be lawfully evicted, recovered or taken away from them the ſaid *Noah Norris*, *Denzil Dent* and *Gertrude* his Wife, *Olympia Norris* and *Prudence Hall*, or any of them, their or any of their Heirs or Aſſigns, or affected with any latent Incumbrance, for or by reaſon of any Defect of Title in *Walter Hall* the Teſtator therein named, or prior Right or Title in any other Perſon or Perſons, that then and in ſuch Caſe, the Loſs or Damage to be had, ſuffered or ſuſtained, by any of the Parties thereto, or to his, her or their, or any of their Lands, Tenements or Hereditaments, by reaſon of any ſuch Eviction, Recovery, Title or Incumbrance, ſhall be made good, paid and ſatisfied by ſuch other of the ſaid Parties thereto, whoſe Eſtate or Eſtates thereby limited to them reſpectively in Uſe as aforeſaid ſhall not be affected by ſuch Eviction, Recovery, Title or Incumbrance, in equal Proportions,

A Conveyance by Leaſe, Releaſe and Fine, recited.

Which Releaſe mentions a Deed made to the Vendor,

containing a Proviſo,

for his Indemnity in caſe of Eviction, and he reciprocally to indemnify others,

Share and Share alike, ſave only that the Party ſo ſuffering Damage ſhall alſo bear and ſuſtain a proportionable Part thereof; and in caſe the ſaid reſpective Parties ſhould not pay, make good and ſatisfy ſuch their proportionable Part or Share, according to the true Intent and Meaning thereof, that then the ſaid ſeveral and reſpective Manor, Meſſuage, Lands, Tenements, Hereditaments and Premiſſes herein before reſpectively accepted and limited to ſuch of the Parties ſo refuſing to pay, ſatisfy and make good the ſame, ſhall from thenceforth ſtand and be charged and chargeable; and the ſame are thereby charged and made chargeable and liable to the Payment or Satisfaction and making good of the proportionable Part of all ſuch Damage to be ſuſtained or occaſioned as aforeſaid, as fully and effectually to all Intents and Purpoſes as if ſo much of the ſaid Premiſſes limited in Uſe to ſuch reſpective Party or Parties ſo refuſing had been thereby veſted in the ſaid *Thomas Treby* and *Vincent Veal* for that very Purpoſe; by Virtue of which ſaid recited Proviſo the ſaid Marſh-Grounds, Hereditaments and Premiſſes ſo conveyed to the ſaid Sir *Abraham Aſhby*, his Heirs and Aſſigns as aforeſaid, may be chargeable with and liable to a proportionable Part of all ſuch Loſs and Damage as ſhall ariſe or be occaſioned by ſuch Eviction or Incumbrance as aforeſaid. And therefore in order to indemnify and ſave harmleſs the ſaid Sir *Abraham Aſhby*, his Heirs and Aſſigns, and the ſaid Marſh-Grounds, Hereditaments and Premiſſes ſo by him purchaſed as aforeſaid, of and from all ſuch Loſs and Damages aforeſaid, he the ſaid *Denzil Dent* hath on the Day of the Date hereof entered into, and is become bound unto the ſaid Sir *Abraham Aſhby*, by one Recognizance in the High Court of Chancery of the Penalty of 4000*l.* taken and acknowledged before *Thomas Bennet*, Eſq; one of the Maſters of the ſame Court, as by the ſaid Recognizance may appear. Now this Indenture witneſſeth, and it is hereby declared, provided and agreed by and between the ſaid Parties to theſe Preſents, and the ſaid Sir *Abraham Aſhby* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Denzil Dent*, his Heirs, Executors and Adminiſtrators, by theſe Preſents, that if the ſaid *Denzil Dent*, his Heirs, Executors or Adminiſtrators, ſhall and do at his or their own proper Coſts and Charges, within the Space of one Year now next enſuing, cauſe or procure the ſaid *Noah Norris*, *Olympia Norris* and *Prudence Hall*, and each of them, or their and each of their Heirs or Aſſigns, by ſuch good and ſufficient Conveyances and Aſſurances in the Law, as the Counſel learned in the Law of the ſaid Sir *Abraham Aſhby*, his Heirs or Aſſigns, ſhall adviſe or require, to convey or aſſure, or by one or more good and ſufficient Releaſe or Releaſes, or other proper and ſufficient Deed or Deeds for that Purpoſe, to releaſe, extinguiſh and diſcharge unto the ſaid Sir *Abraham Aſhby*, his Heirs and Aſſigns, all ſuch Eſtate, Right, Title, Intereſt, Truſt, Property, Poſſibility, Contingency, Claim and Demand whatſoever, either at Law or in Equity, as they the ſaid *Noah Norris*, *Olympia Norris* and *Prudence Hall*, or any of them, their or any of their Heirs or Aſſigns, have, hath, or ſhall or may have, claim or pretend to by Virtue of the ſaid Indenture ſextipartite, or any Clauſe, Proviſo or Agreement therein contained, and particularly by Virtue of the ſaid recited Proviſo, or otherwiſe howſoever, of, in, to or out of the ſaid Meadow or Marſh-Ground, Hereditaments and Premiſſes, in and by the ſaid Indentures of Leaſe and Releaſe, and firſt mentioned Fine, granted and conveyed, or mentioned or intended to be granted and conveyed, unto and to the Uſe of the ſaid Sir *Abraham Aſhby*, his Heirs and Aſſigns as aforeſaid, and every or any Part or Parcel thereof, and ſhall and do in the mean time ſave, defend, keep harmleſs and indemnified, the ſaid Sir *Abraham Aſhby*, his Heirs and Aſſigns, and the ſaid Meadow or Marſh-Ground and Premiſſes ſo by him purchaſed as aforeſaid, and every Part thereof, of, from and againſt all Suits, Claims and Demands whatſoever, that ſhall or may be made, demanded or proſecuted againſt him the ſaid Sir *Abraham Aſhby*, his Heirs or Aſſigns, or the ſaid purchaſed Premiſſes, or any Part thereof, by the ſaid *Noah Norris*, *Olympia Norris* and *Prudence Hall*, or any of them, their or any of their Heirs or Aſſigns, by Virtue, Colour or Means of the ſaid Indenture ſextipartite, or any Proviſo or Agreement therein contained, that then and in ſuch Caſe the ſaid recited Recognizance ſhall be void and fruſtrate, and of none Effect. And the ſaid Sir *Abraham Aſhby*, his Executors, Adminiſtrators or Aſſigns, ſhall and will deliver up and render the ſaid Recognizance unto the ſaid *Denzil Dent*, his Heirs, Execu-

and charging the Lands mutually with the ſame,

whereby the purchaſed Premiſſes may be liable,

therefore to indemnify the Purchaſer, the Vendor has acknowledged a Recognizance,

which is hereby declared to be void on the Vendor's procuring a proper Indemnity for the Purchaſer, within a certain Time,

and to be vacated.

tors or Adminiſtrators, to be cancelled and vacated, but upon Failure or Non-performance of the Condition or Agreement above ſpecified the ſaid Recognizance ſhall be and remain in full Force, Effect and Virtue. And laſtly, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that no Proceſs, Extent, or Execution whatſoever ſhall be had, ſued out or proſecuted upon the ſaid Recognizance until the ſaid Sir *Abraham Aſhby*, his Heirs or Aſſigns, ſhall ſuſtain, or be put unto ſome Loſs or Damages for or by reaſon or on account of ſuch Eviction or Incumbrance as aforeſaid, by Virtue of the ſaid Indenture ſextipartite, or the ſaid recited Proviſo, or any other Proviſo, Clauſe or Agreement therein contained. In witneſs, *&c.*

No Proceſs to be ſued until the Purchaſer is diſturbed.

A Defeazance of an Agreement in Marriage-Articles to pay an additional Portion; the ſame hereby declared to be void upon Contingencies. N° 8.

THIS Indenture tripartite, made the twelfth Day of *May Anno Domini* 1721, and in the ſeventh Year of the Reign of our Sovereign Lord *George, &c.* between *Adam Alcock* of *Bruton* in the County of *Cardigan*, Eſq; of the firſt Part, *Charles Coſield* of *Dotten* in the County of *Eſſex*, Eſq; of the ſecond Part, and *Bazil Bolt* of *Lincoln's Inn* in the County of *Middleſex*, Eſq; and *Charles Creech* of *Fidham* in the ſaid County of *Middleſex*, Eſq; of the third Part. Whereas in and by Indenture tripartite bearing even Date herewith, and made or mentioned to be made between the ſaid *Adam Alcock* of the firſt Part, the ſaid *Bazil Bolt* and *Charles Creech* of the ſecond Part, and the ſaid *Charles Coſield* and *Hannah Coſield*, Daughter of the ſaid *Charles Coſield*, of the third Part, reciting a Marriage intended, by the Permiſſion of God, to be ſhortly had and ſolemniſed between the ſaid *Adam Alcock* and the ſaid *Hannah Coſield*, the ſaid *Charles Coſield*, in conſideration thereof, and of the Settlement therein covenanted to be made on the Part of the ſaid *Adam Alcock*, did covenant with the ſaid *Bazil Bolt* and *Charles Creech*, their Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhould take Effect, he the ſaid *Charles Coſield*, his Heirs, Executors or Adminiſtrators, ſhould and would at the End of one Year next enſuing the Date of the ſame Indenture, pay or cauſe to be paid unto the ſaid *Adam Alcock*, his Executors or Adminiſtrators, the Sum of 3000*l.* of lawful Money of *Great Britain*, over and above the Sum of 10000*l.* therein mentioned, or agreed to be paid to the ſaid *Adam Alcock* by the ſaid *Charles Coſield* upon or before the Solemnization of the ſaid intended Marriage; and alſo ſhould and would at the End of two Years next enſuing the Date of the ſame Indenture, pay or cauſe to be paid unto the ſaid *Adam Alcock*, his Executors or Adminiſtrators, the further Sum of 3000*l.* of like Money, to compleat and make up the Portion of the ſaid *Hannah Coſield* the full Sum of 16000*l.* as by the ſame Indenture, Relation being thereunto had, it doth and may appear. Now this Indenture witneſſeth, That it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *Adam Alcock* doth hereby acknowledge, teſtify and declare, that although by the Words of the ſaid recited Covenant the ſaid ſeveral Sums of 3000*l.* and 3000*l.* are in all Events to be paid at the reſpective Times therein mentioned, yet nevertheleſs it was not ſo intended by the ſaid Parties to the ſaid recited Indenture, but that the ſame Sums are to be paid upon the reſpective Contingencies following, and not otherwiſe; that is to ſay, the firſt of the ſaid Sums of 3000*l.* is to be paid at the End of one Year next enſuing the Date of the ſaid recited Indenture, if the ſaid *Charles Coſield* ſhall ſo long continue in his preſent Office or Place of [*Here the Office was mentioned.*] And the other of the ſaid Sums of 3000*l.* is to be paid at the End of two Years next enſuing the Date of the ſame Indenture, if he ſhall ſo long continue in his ſaid Office or Place, and not otherwiſe, or in any other Manner. And therefore it is hereby agreed, that if the ſaid *Charles Coſield* ſhall not hold and enjoy the ſaid Office or Place to the full End and Expiration of one Year next after the Date of the ſame Indenture, then and in ſuch Caſe the ſaid recited Covenant, and the ſeveral Sums of Money thereby covenanted to be paid, ſhall wholly ceaſe and be void, and not be paid or payable. And if the ſaid *Charles Coſield* ſhall hold and enjoy

Marriage Articles of this Date recited,

whereby the Father covenanted, to pay two additional Sums at future Days towards the Daughter's Portion.

The Declaration of the Parties, that the future Sums are to be paid only upon the Contingency of the Father's continuing in Office to the reſpective Days of Payment, and not otherwiſe.

enjoy his ſaid Office or Place to the End of ſuch Year, but ſhall not hold and enjoy the ſame to the End of two Years next enſuing the Date of the ſaid recited Indenture, then the ſaid laſt mentioned Sum of 3000*l.* ſhall ceaſe, and not be paid or payable, any Thing in the ſaid recited Covenant contained to the contrary notwithſtanding. In witneſs, *&c.*

Demiſes.

Nº 1. *A Demiſe by way of Collateral Security. The Vendor of Lands which were liable to certain Rent-Charges (or ſo ſuppoſed to be) to indemnify the Purchaſer, bargains and demiſes other Lands to a Truſtee for the Purchaſer, for a long Term of Years.*

THIS Indenture tripartite, made the thirty-firſt Day of *July Anno Domini* 1724, and in the tenth Year, *&c.* between *Ambroſe Aſh*, Eſq; of, *&c.* and Nephew and Heir of *Benjamin Aſh*, Eſq; of, *&c.* deceaſed, of the firſt Part, *Cæſar Cox* of, *&c.* Gent. of the ſecond Part, and *David Dod* of, *&c.* Eſq; of the third Part. Whereas the ſaid *Cæſar Cox* hath bought and purchaſed in the Names of himſelf and *Edward Cox*, Gent. his Son and Heir apparent, of and from the ſaid *Ambroſe Aſh*, for the Price or Sum of 9500*l.* of lawful Money of *Great Britain*, the Manor or Manors of *Fenny* and *Goodland*, with their Rights, Royalties, Members and Appurtenances in the ſaid County of *Hertford*, and the Scite of the late Monaſtery or Houſe of *Fenny*, and the Park at *Fenny* aforeſaid, and the demeſne Lands of the ſaid Manor or Manors, and the Rectory of the Pariſh Church of *Fenny*, and the Advowſon of the Vicarage of the ſame Church, and the glebe Lands, Tenths, Tithes and Hereditaments to the ſame Rectory belonging or appertaining, and divers other Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances in *Fenny* and *Goodland*, or ſome of them, in the ſaid County of *Hertford*; and the ſame are by Indentures of Leaſe and Releaſe, and Bargain and Sale intended to be inrolled in the High Court of Chancery, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe and Bargain and Sale bearing Date the Day next before the Day of the Date hereof, and made or mentioned to be made between the ſaid *Ambroſe Aſh* of the one Part, and the ſaid *Cæſar Cox* and *Edward Cox* of the other Part, in conſideration of the ſaid Sum of 9500*l.* in the ſaid Indentures of Releaſe and Bargain and Sale mentioned to be paid by the ſaid *Cæſar Cox* to the ſaid *Ambroſe Aſh*, granted and conveyed unto and to the Uſe of the ſaid *Cæſar Cox* and *Edward Cox*, and the Heirs and Aſſigns of the ſaid *Cæſar Cox*, in Truſt for the ſaid *Cæſar Cox*, his Heirs and Aſſigns. And whereas the ſaid Manor or Manors, Lands, Hereditaments, and other the Premiſſes ſo purchaſed by the ſaid *Cæſar Cox* as aforeſaid, or ſome Part thereof, are by Indenture bearing Date the twenty-ſixth Day of *September* which was in the Year of our Lord 1698, and made or mentioned to be made between the ſaid *Benjamin Aſh* of the one Part, and Sir *John Jolly* of, *&c.* Baronet, *Lewis Lant* of, *&c.* Eſq; *Matthew More* of, *&c.* Batchelor in Divinity, *Nicholas Nun* of, *&c.* Gent. and *Owen Oldys* of, *&c.* Gent. of the other Part, charged or ſuppoſed to be charged, together with the Manor, Caſtle, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and demiſed, with the Payment of ſeveral Annuities, or Yearly Sums of Money, amounting in the Whole to the Yearly Sum of 60*l.* for the Purpoſes in the ſame Indenture mentioned, and alſo with the Payment of a further Annuity or Yearly Sum of 20*l.* upon a certain Contingency therein mentioned, together with divers Powers of Entry and Diſtreſs, and other Remedies for Recovering of the ſame Annuities or Yearly Sums in ſuch Manner as in the ſaid laſt mentioned Indentures are for that Purpoſe provided and given. And whereas the ſaid *Ambroſe Aſh* did undertake and agree with the ſaid *Cæſar Cox*, previous to the ſaid recited Purchaſe,

Recital of Part of the Purchaſe-Deeds,

and of a Deed of an Anceſtor of the Vendor, charging the purchaſed Lands with Annuities,

and that the Vendor agreed to ſave the Purchaſer harmleſs.

to free, defend, ſave harmleſs, and keep indemnified him the ſaid *Cæſar Cox*, his Heirs and Aſſigns, and the ſaid Manors, Lands, Hereditaments, and other the Premiſſes ſo by him purchaſed as aforeſaid, of, from and againſt all and every the ſaid Annuities or Yearly Sums of Money in the ſaid laſt recited Indenture mentioned, and of, from and againſt all and every the Powers, Remedies or Authorities by the ſame Indenture provided or given for Recovery of the ſame Annuities and Yearly Sums, and every or any of them; and alſo of, from and againſt all Loſs, Coſts, Charges, Damages and Expences which he the ſaid *Cæſar Cox*, his Heirs and Aſſigns, or any of them, ſhould or might at any Time hereafter ſuſtain, expend or be put unto, for or by reaſon or on account of the ſame Annuities or Yearly Sums, or any of them, or of the Levying or Raiſing the ſame, or any of them, or any Arrears thereof, in or upon the ſaid purchaſed Premiſſes, or any Part thereof, by Virtue of or under the ſaid laſt mentioned Indenture, or otherwiſe howſoever. Now this Indenture witneſſeth, That in purſuance of the ſaid recited Agreement, and in conſideration of the ſaid recited Purchaſe, and for the Intent and Purpoſe aforeſaid, and for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Ambroſe Aſh* in hand paid by the ſaid *David Dod*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Ambroſe Aſh*, at the Nomination and Appointment of the ſaid *Cæſar Cox*, (teſtified by his being a Party to and his Sealing and Delivery of theſe Preſents) hath granted, bargained, ſold and demiſed, and by theſe Preſents doth grant, bargain, ſell and demiſe unto the ſaid *David Dod*, his Executors, Adminiſtrators and Aſſigns, all that the Manor of *Pinnell*, with the Rights, Royalties, Members and Appurtenances thereof, in the County of *Somerſet*, and all that the Caſtle of *Pinnell*, with the Appurtenances in the ſame County, and all other the Meſſuages, Cottages, Farms, Lands, Tenements and Hereditaments whatſoever, late of the ſaid *Benjamin Aſh*, and now of him the ſaid *Ambroſe Aſh*, or whereof or wherein he, or any Perſon or Perſons in Truſt for him, is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being within the ſaid County of *Somerſet*, with their and every of their Rights, Members and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Manor, Caſtle, Meſſuages, Cottages, Farms, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and demiſed, with their and every of their Appurtenances, unto the ſaid *David Dod*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date hereof, for and during the full Time and Term, and unto the full End and Term of one thouſand Years from thence next enſuing and fully to be compleat and ended, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, Upon Truſt, that he the ſaid *David Dod*, his Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Ambroſe Aſh*, his Heirs and Aſſigns, to receive and take the Rents, Iſſues and Profits of the ſaid Manor, Caſtle, Meſſuages, Cottages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and demiſed, and of every of them, and of every Part and Parcel thereof, to and for his and their own Uſe and Benefit, until all or any of the ſaid Annuities or Yearly Sums ſo charged, or ſuppoſed to be charged upon the ſaid Manors, Lands and Premiſſes in the ſaid County of *Hertford*, purchaſed by the ſaid *Cæſar Cox* as aforeſaid, ſhall be actually raiſed and levied thereupon, or upon ſome Part thereof, or until he the ſaid *Cæſar Cox*, his Heirs or Aſſigns, or the ſaid Manors, Lands, Hereditaments and Premiſſes by him purchaſed as aforeſaid, or any Part thereof, ſhall be ſome way impeached or prejudiced by reaſon or on account of the ſame Annuities or Yearly Sums, or ſome of them, or by reaſon or on account of any Entry, Diſtreſs, or other Remedy to be taken for Recovery of the ſame, or any of them, or any Part of them or any of them, by Force or Virtue of the ſaid recited Indenture of the twenty-fifth of *September* 1698, or otherwiſe; or that he the ſaid *Cæſar Cox*, his Heirs or Aſſigns, ſhall be ſued, moleſted, or otherwiſe damnified, for or on account of the ſame Annuities or Yearly Sums, or ſome

Conſideration.

Bargain, &c. of other Lands to a Truſtee for one thouſand Years.

Habendum to him, his Executors, &c.

upon Truſt, to permit the Vendor to take the Profits,

until any of the Annuities be raiſed upon the purchaſed Lands, or until the Purchaſer or purchaſed Lands be impeached, &c.

and upon Truſt, that if any Part of the Annuities be levied, &c. or the Purchaſer ſued, &c.

of them, or ſome Part thereof; and upon this further Truſt, that from Time to Time, and ſo often as the ſaid Annuities or Yearly Sums, or any of them, or any Part of them, or any of them, ſhall be actually raiſed or levied upon the ſaid Manors, Lands, Hereditaments and Premiſſes in the ſaid County of *Hertford* ſo purchaſed by the ſaid *Cæſar Cox* as aforeſaid, or upon ſome Part thereof, or as he the ſaid *Cæſar Cox*, his Heirs or Aſſigns, or the ſaid purchaſed Premiſſes, or any Part thereof, ſhall be any way impeached or prejudiced by reaſon or on account of the ſame Annuities or Yearly Sums, or any of them, or of any Entry, Diſtreſs, or other Remedy to be taken for Recovery of the ſame, or any of them, by Force or Virtue of the ſaid laſt mentioned Indenture or otherwiſe, or as he the ſaid *Cæſar Cox*, his Heirs or Aſſigns, ſhall be ſued or moleſted, or otherwiſe damnified, for or on account of the ſame Annuities or Yearly Sums, or any of them, then and

then the Truſtee to raiſe the ſame out of the demiſed Lands.

ſo often he the ſaid *David Dod*, his Executors, Adminiſtrators or Aſſigns, ſhall and do by and out of the Rents, Iſſues and Profits of the ſaid Manor, Caſtle, Lands, Hereditaments and Premiſſes comprized in the ſaid Term of one thouſand Years, or by Demiſe, Sale or Mortgage of the ſame Premiſſes, or any Part thereof, for all or any Part of the ſaid Term of one thouſand Years therein, raiſe, levy and pay ſo much Monies as ſhall be ſufficient from Time to Time to anſwer and ſatisfy to the ſaid *Cæſar Cox*, his Heirs and Aſſigns, all ſuch Sum and Sums of Money as ſhall at any Time or Times hereafter be raiſed or levied upon the ſaid Manors, Lands, Hereditaments, and other the Premiſſes by him purchaſed as aforeſaid, or upon any Part thereof, for or towards the ſaid Annuities or Yearly Sums, or any of them, by Force or Virtue of the ſaid recited Indenture, or otherwiſe

together with all Coſts, &c.

howſoever, together with all ſuch Loſs, Coſts, Charges, Damages and Expences, as he the ſaid *Cæſar Cox*, his Heirs or Aſſigns, or any of them, ſhall in any wiſe ſuſtain, expend, or be put unto for or by reaſon or on account of the ſame Annuities or Yearly Sums, or any of them, or for or by reaſon of any Entry, Diſtreſs, or other Remedy or Moleſtation at any Time hereafter to be taken or given for the Recovery of the ſame, or any of them, by Force or Virtue of the ſaid recited

and Expences of this Truſt.

Indenture, or otherwiſe howſoever; and alſo all ſuch Coſts, Charges and Expences as ſhall at any Time hereafter attend the Execution of the aforeſaid Truſts.

Covenant for quiet Enjoyment.

And the ſaid *Ambroſe Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *David Dod*, his Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, That the ſaid Manor, Caſtle, Meſſuages, Lands, Hereditaments and Premiſſes mentioned, or intended to be hereby granted and demiſed, ſhall or lawfully may from Time to Time, and at all Times hereafter during the ſaid Term of one thouſand Years, remain, continue, and be unto the ſaid *David Dod*, his Executors, Adminiſtrators and Aſſigns, upon the Truſts, and for the Purpoſes aforeſaid, and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Moleſtation, Eviction or Interruption, of or by the ſaid *Ambroſe Aſh*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whom-

Covenant for further Aſſurances.

ſoever. And moreover, that he the ſaid *Ambroſe Aſh* and his Heirs, and all others claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the Premiſſes hereby, or mentioned or intended to be hereby demiſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, make, do and execute, or cauſe to be made, done and executed any further, or other lawful and reaſonable Acts, Deeds or Things, Conveyances or Aſſurances in the Law whatſoever, for the better, more perfect and abſolute conveying and aſſuring the ſame Premiſſes, with their Appurtenances, unto the ſaid *David Dod*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of one thouſand Years therein, upon the Truſts and for the Purpoſes aforeſaid, as by the ſaid *Cæſar Cox*, his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch further Aſſurances contain in them no further or other Covenants in Extent than are in theſe Preſents contained, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof, to go or travel above ten Miles from his or their then reſpective Dwellings or Places of Abode.

Abode. And laſtly, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe the ſaid *Ambroſe Aſh*, his Heirs, Executors or Adminiſtrators, ſhall at any Time hereafter, at his or their own proper Coſts and Charges procure and obtain an Act of Parliament, or any Clauſe in an Act of Parliament, for the total Exemption and abſolute freeing and diſcharging of the ſaid Manor, Meſſuages, Lands, Tenements and Hereditaments bought and purchaſed by the ſaid *Cæſar Cox* as aforeſaid, of, from and againſt all and every the aforeſaid Annuities or Yearly Sums in and by the ſaid recited Indenture of the twenty-ſixth of *September* 1698 granted, or mentioned to be granted, whether in Preſent or in Contingency, and of and from all Diſtreſſes, Entries, and other Remedies for the ſame, and every or any of them, then and at all Times from thenceforth theſe Preſents, and the Term and Eſtate hereby granted, and every Clauſe and Sentence herein contained, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein contained to the contrary thereof notwithſtanding. In witneſs, *&c.*

If the Vendor procure an Act of Parliament to diſcharge the purchaſed Lands, this Deed to be void.

A Demiſe (by three Vendors of Meſſuages, &c. to two Truſtees of the Purchaſer) of certain other Meſſuages, &c. to indemnify the Purchaſer againſt certain Payments ſuppoſed to be charged on the purchaſed Meſſuages, together with other Lands, &c. and proper Covenants. N° 2.

THIS Indenture tripartite, made the ſixth Day of *May Anno Domini* 1725, and in the eleventh Year, *&c.* between *Amy Allen* of, *&c.* Widow and Relict of *Barnaby Allen* of, *&c.* deceaſed, and *Caleb Allen* of, *&c.* Gent. Son and Heir of the ſaid *Barnaby Allen* by the ſaid *Amy Allen*, which ſaid *Barnaby Allen* was Son and Heir of *Caleb Allen*, late of, *&c.* Eſq; deceaſed, and of *Dorothy* his late Wife, alſo deceaſed, and *Eve Allen*, Daughter of the ſaid *Barnaby Allen* by the ſaid *Amy Allen*, of the firſt Part, *Fulk Fell* Citizen and Girdler of *London*, and *Guy Fell* Citizen and Girdler of *London*, of the ſecond Part, and *Hugh Hill* of, *&c.* Gent. of the third Part. Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being tripartite, bearing even Date with theſe Preſents, and made or mentioned to be made between the ſaid *Amy Allen* and *Caleb Allen* Party hereunto, and *Eve Allen*, of the firſt Part, the ſaid *Fulk Fell* and *Guy Fell* of the ſecond Part, and the ſaid *Hugh Hill* of the third Part: The ſaid *Amy Allen*, *Caleb Allen* and *Eve Allen*, in conſideration of the Sum of 600 *l.* therein mentioned to be to them, or ſome or one of them paid by the ſaid *Hugh Hill*, and other the Conſiderations therein expreſſed, did grant and convey unto the ſaid *Fulk Fell* and *Guy Fell*, their Heirs and Aſſigns, to the Uſe of them, their Heirs and Aſſigns, in Truſt for the ſaid *Hugh Hill*, his Heirs and Aſſigns, all, *&c.* And whereas the ſaid Piece or Parcel of Ground, Meſſuages, Tenements and Premiſſes, in and by the ſaid recited Indentures of Leaſe and Releaſe granted and conveyed as aforeſaid, are or are ſuppoſed to be (together with other Lands and Tenements) charged or chargeable with, or ſubject or liable to the Payment of a certain Charity of two Shillings every Week on *Sunday* to the Poor of the Pariſh of St. *Gregory*, *London*, for ever; and alſo of a certain Quit-Rent of ten Shillings *per Annum*, to the chief Lord or Lords of the Fee or Fees of whom the Premiſſes are holden. And whereas the ſaid *Hugh Hill* did contract and agree with the ſaid *Amy Allen* and *Caleb Allen* Party hereunto, and *Eve Allen*, for the Purchaſe of the ſaid Piece or Parcel of Ground, Meſſuages, Tenements and Premiſſes ſo granted and conveyed as aforeſaid, free from the aforeſaid Charges and Payments, and all Arrears thereof, and all other Charges, Payments and Incumbrances whatſoever, except as in the ſaid recited Indenture of Releaſe is mentioned to be excepted; whereupon and in conſideration whereof the ſaid *Amy Allen* and *Caleb Allen* Party hereunto, and *Eve Allen*, did propoſe and agree to give ſuch collateral Security for indemnifying and defending the ſaid Parcel of Ground, Meſſuages, Tenements and Premiſſes ſo granted and conveyed as aforeſaid, of and from the ſame as is herein after mentioned. Now therefore this Indenture witneſſeth, That for the End and Purpoſe aforeſaid, and in purſuance of the

Recital of the Purchaſe,

and that the purchaſed Premiſſes are (with others) ſuppoſed to be charged.

And that the Agreement was to have them free.

The Demiſe of other Meſſuages for a long Term to two Truſtees of the Purchaſer.

ſaid recited Agreement of the ſaid *Amy Allen* and *Caleb Allen* Party hereunto, and *Eve Allen*, and for and in conſideration of the Sum of ten Shillings of lawful Money of *Great Britain* to them in hand paid by the ſaid *Fulk Fell* and *Guy Fell*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Amy Allen* and *Caleb Allen* Party hereunto, and *Eve Allen* have, and each and every of them hath granted, bargained, ſold and demiſed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell and demiſe unto the ſaid *Fulk Fell* and *Guy Fell*, their Executors, Adminiſtrators and Aſſigns, all that Piece or Parcel of Ground, and all Meſſuages, Houſes, Erections and Buildings ſtanding or being in or upon the ſame, or any Part thereof, ſituate, lying or being in or near *Ludgate-Street*, in the ſaid Pariſh of St. *Gregory* within the City of *London*, formerly in the Tenure, Poſſeſſion or Occupation of *Mary More* Widow, her Leſſees or Under-tenants, and now or late of *Noah North*, Eſq; or of *Owen Oldys* and *Paul Penn*, and others, as Leſſees or Under-tenants to the ſaid *Noah North*, and all other the Meſſuages, Tenements, Ground and Soil of them the ſaid *Amy Allen* and *Caleb Allen* Party hereunto, and *Eve Allen*, and of every or any of them, in the ſaid Pariſh of St. *Gregory*, now or late in the ſeveral Tenures, Poſſeſſions or Occupations of the ſaid *Noah North*, *Owen Oldys* and *Paul Penn*, or any of them, their or any of their Leſſees or Under-tenants, with their and every of their Rights, Members and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Meſſuage, Tenements, Ground and Premiſſes, mentioned to be hereby granted and demiſed, and of every of them, and of every Part and Parcel thereof; To have and to hold the ſaid Meſſuages, Tenements, Ground, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby granted and demiſed, with their and every of their Appurtenances, unto the ſaid *Fulk Fell* and *Guy Fell*, their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during the full Time and Term, and unto the full End and Term of two hundred Years from thence next enſuing, fully to be compleat and ended, without Impeachment of or for any manner of Waſte, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; that

The Truſt of this Term,

is to ſay, Upon Truſt that they the ſaid *Fulk Fell* and *Guy Fell*, their Executors, Adminiſtrators and Aſſigns, ſhall and do from Time to Time, and at all Times hereafter, by and out of the Rents and Profits of the ſaid Meſſuages, Tenements, Grounds and Premiſſes mentioned to be hereby granted and demiſed, ſave harmleſs,

to indemnify the Purchaſer,

and keep indemnified the ſaid *Hugh Hill*, his Heirs and Aſſigns, and his and their Truſtees, and the ſaid Piece or Parcel of Ground, Meſſuages, Tenements and Premiſſes, in and by the ſaid recited Indentures of Leaſe and Releaſe granted and conveyed as aforeſaid, of, from and againſt all the aforementioned recited Payments, Charges and Incumbrances, and every of them, and all Arrears thereof, and all

and for the Benefit of one of the Vendors her Executors.

Actions, Suits, Loſs, Coſts, Charges, Damages and Expences, for or by reaſon or means of the ſame, or any of them, or any Part thereof, and ſubject to the Truſt aforeſaid, in Truſt for, and for the only Benefit of the ſaid *Amy Allen*, her Executors, Adminiſtrators and Aſſigns. And the ſaid *Amy Allen*, *Caleb Allen* Party

Covenant for quiet Enjoyment,

hereunto, and *Eve Allen*, do, and each and every of them doth for themſelves, and each and every of them, their and each and every of their Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Hugh Hill*, his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in manner following; that is to ſay, That the ſaid Meſſuages, Tenements, Ground and Premiſſes hereby, or mentioned to be hereby granted and demiſed ſhall or lawfully may from Time to Time, and at all Times hereafter during the ſaid Term of two hundred Years, remain, continue and be, to and for the ſeveral Truſts, Intents and Purpoſes herein before mentioned and expreſſed of and concerning the ſame, and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Eviction, or Interruption of or by the ſaid *Amy Allen*, *Caleb Allen* Party hereunto, and *Eve Allen*, or any or them, their of any of their Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever, and

with Exception in Favour of the Tenant mentioned,

that free and clear of and from all Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever (other than and except the Reſidue yet to come of a certain

Term for Years which the ſaid *Noah North* now hath in the Premiſſes, at and under the yearly Rent of 60*l.*) And moreover, that they the ſaid *Amy Allen*, *Caleb Allen* and *Eve Allen*, and every of them, their and every of their Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Meſſuages, Tenements, Grounds and Premiſſes mentioned to be hereby granted and demiſed, or any of them, or any Part thereof (except the ſaid *Noah North*, his Executors, Adminiſtrators and Aſſigns, for and in reſpect only of his ſaid excepted Leaſe) ſhall and will from time to time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *Hugh Hill*, his Heirs, Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act, Deed and Thing, Acts, Deeds and Things, for the further, better, and more perfect and abſolute granting and conveying of the ſaid Meſſuages, Tenements, Ground and Premiſſes, mentioned to be hereby granted and demiſed, with the Appurtenances, unto the ſaid *Fulk Fell* and *Guy Fell*, their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid Term of two hundred Years, upon the Truſts aforeſaid, be it by Fine, Common Recovery, or otherwiſe howſoever, as by the ſaid *Hugh Hill*, his Heirs, Executors, Adminiſtrators or Aſſigns, or his, their, or any of their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required. In witneſs, *&c.*

and covenant for further Aſſurances of the demiſed Premiſſes.

The Vendor of Lands with his Truſtee (which Lands were ſubject to a Rent-Charge for the Life of a Woman) demiſes other Lands to the Vendee, as a Collateral Security againſt the ſaid Rent-Charge, No 3.

THIS Indenture, made the thirteenth Day of *June Anno Domini* 1731, in the fifth Year, *&c.* between *Adam Axe* of *Bolland* in the County of *Cambridge*, Eſq; and *David Dun* of *Edland* in the County of *Glouceſter*, Eſq; of the one Part, and *Henry Hart* of *Jell-Street* in the Pariſh of *Kenthall* in the County of *Lincoln*, of the other Part. Whereas by Indentures of Leaſe and Releaſe, and Bargain and Sale inrolled, or intended to be inrolled in the High Court of Chancery, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe and Bargain and Sale bearing even Date herewith, and made or mentioned to be made between the ſaid *Adam Axe* and *Martha* his Wife, only Siſter and Heir of *Noah Nun* late of *Oxland* in the County of *Rutland*, Eſq; deceaſed, who was only Son and Heir of *Noah Nun*, late of the ſame Place, Eſq; alſo deceaſed, by *Sarah Nun* late his Wife, and now his Widow and Relict, of the one Part, and the ſaid *Henry Hart* of the other Part, and Fine *Sur Conuzance de droit come ceo*, *&c.* in the ſame Releaſe covenanted to be levied, and which is or is intended to be forthwith levied, they the ſaid *Adam Axe* and *Martha* his Wife, for the Conſiderations in the ſame Indenture mentioned, have abſolutely ſold and conveyed unto the ſaid *Henry Hart*, his Heirs and Aſſigns, all that capital Meſſuage or Manſion-Houſe of *Oxland*, or commonly called by the Name of *Oxland*, with the Out-Houſes, Buildings, Yards, Gardens, Orchards, Nurſeries and Hereditaments thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate and being in the Pariſh of *Tall* in the ſaid County of *Rutland*, as the ſame now are or then were in the Tenures, Poſſeſſions or Occupations of the ſaid *Adam Axe* and *William Way*, his Tenant or one of them; and alſo all that and thoſe the Farm and Demeſne Lands of *Oxland*, commonly called or known by the Name of *Oxland*, with their and every of their Rights, Privileges and Appurtenances, lying and being in the ſame Pariſh, and to the ſaid capital Meſſuage or Manſion-Houſe belonging or appertaining, or therewith uſed or enjoyed, and divers Cloſes and Pieces or Parcels of Land, Meadow, Paſture and Marſh-Ground in the ſame Indentures particularly mentioned and deſcribed, with their Appurtenances, lying and being in the ſame Pariſh, and Part, or reputed to be Part and Parcel of the ſaid Farm and Demeſne Lands, and now or late therewith uſed, occupied, poſſeſſed or enjoyed, which ſaid Farm, Demeſne Lands, Hereditaments and Premiſſes,

Deeds of Leaſe and Releaſe, and Bargain and Sale inrolled, recited, by which the Lands, *&c.* are conveyed to the Purchaſer.

together with great Part of the ſaid capital Meſſuage, with the Out-Houſes, Buildings and Appurtenances thereunto belonging, are now in the Tenure, Poſſeſſion or Occupation of the ſaid *William Way*, his Aſſigns, Leſſees or Under-tenants, by Virtue of a Leaſe to him thereof lately made by the ſaid *Adam Axe* for the Term of four Years from *Lady Day* 1729, at and under the yearly Rent of 300*l.* payable Quarterly; and alſo all other the Lands, Grounds and Hereditaments whatſoever, of them the ſaid *Adam Axe* and *Martha* his Wife, or either of them, in the ſaid Pariſh laſt mentioned, and which are Part or reputed of, or uſed, occupied, poſſeſſed or enjoyed by the ſaid *William Way*, his Aſſigns, Leſſees or Under-tenants, together with the ſaid Farm and Demeſne Lands, or any Part thereof, with the Appurtenances; To hold the ſame capital Meſſuage, Farm, Demeſne Lands, Hereditaments and Premiſſes, with their Appurtenances, unto, and to the Uſe of the ſaid *Henry Hart*, his Heirs and Aſſigns, for ever, as by the ſaid Indentures and Fine, Relation being thereunto reſpectively had, may more fully appear.

And other Indentures of Leaſe and Releaſe and Settlement, by which the Lands were charged with the Rent-Charge of 200 l. a Year,

And whereas by Indentures of Leaſe and Releaſe and Settlement, bearing Date reſpectively the ſecond and third Days of *May* which was in the Year of our Lord 1727, the Releaſe and Settlement being quinquipartite, and made or mentioned to be made between the ſaid *Sarah Nun* and *Noah Nun* the Son, of the firſt Part, *Zacheus Zouch* of, *&c.* Eſq; and *Zara Zouch* only Daughter of the ſaid *Zacheus Zouch* of the ſecond Part, *Abel Allcock* and *Bryan Bird*, Eſqs; of the third Part, *Charles Cun* and *Zacheus Zouch*, Eſqs; of the fourth Part, and *Daniel Due*, Eſq; and *Edward Ent*, Gent. of the fifth Part, made previous and in order to the Marriage of the ſaid *Noah Nun* the Son with the ſaid *Zara Zouch*, afterwards *Zara Nun*, (late his Wife, and now his Widow and Relict) and Common Recovery duly ſuffered in purſuance of the ſame Indenture in *Hilary* Term in the ſame Year, the ſaid capital Meſſuage, Farm, Demeſne Lands, Hereditaments and Premiſſes ſo ſold and conveyed unto, and to the Uſe of the ſaid *Henry Hart*, his Heirs and Aſſigns as aforeſaid, (together with the Manor of *Fifield*, and other Lands and Hereditaments in the ſame Indentures mentioned) were charged with and made liable to the Payment thereout of one Annuity or yearly Rent-Charge of 200*l.* of lawful Money of *Great Britain*, free of Taxes and other Deductions, unto the ſaid *Sarah Nun* for her Life, by four equal quarterly Payments, with ſuch Powers and Remedies for Recovery of the ſame, in caſe of Non-Payment thereof, as in the ſame Indenture of Releaſe and Settlement are in that Behalf mentioned and given.

and an Undertaking to pay the Annuity of 200 l.

And whereas upon the Treaty between the ſaid *Adam Axe* and *Henry Hart* for the Purchaſe of the ſaid capital Meſſuage, Farm, Demeſne Lands, Hereditaments and Premiſſes ſo ſold and conveyed unto and to the Uſe of the ſaid *Henry Hart*, his Heirs and Aſſigns, as aforeſaid, he the ſaid *Adam Axe* did promiſe and undertake, and accordingly in and by the ſaid firſt recited Indenture of Releaſe did covenant with the ſaid *Henry Hart*, to pay the ſaid Annuity or yearly Rent-Charge of 200*l.* unto the ſaid *Sarah Nun* for her Life, and thereof and therefrom, and of and from all Arrears thereof to free, ſave harmleſs, and keep indemnified him the ſaid *Henry Hart*, his Heirs, Executors, Adminiſtrators and Aſſigns, and the Premiſſes by him purchaſed, and to him conveyed as aforeſaid.

Conſideration of this Deed.

Now this Indenture witneſſeth, That for the further, better, and more effectual freeing, ſaving harmleſs, and keeping indemnified the ſaid *Henry Hart*, his Heirs, Executors, Adminiſtrators and Aſſigns, the ſaid capital Meſſuage, Farm, Demeſne Lands, Hereditaments and Premiſſes ſo ſold and conveyed unto, and to the Uſe of him the ſaid *Henry Hart*, his Heirs and Aſſigns, as aforeſaid, of, from and againſt the ſaid Annuity or yearly Rent-Charge of 200*l.* and all Arrears thereof, and all Powers and Remedies for Recovery thereof, and all Coſts, Charges and Expences which ſhall or may be occaſioned for or by reaſon of the Non-Payment thereof, or any Part thereof, and for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Adam Axe* and *David Dun* in hand paid by the ſaid *Henry Hart*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Axe*, and at his Requeſt, and by his Direction and Appointment (teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) the ſaid *David Dun* hath, and each of them hath granted, bargained, ſold and demiſed, and by theſe Preſents do, and each of them doth grant, bargain, ſell and demiſe unto the ſaid *Henry Hart*, his Executors, Adminiſtrators and Aſſigns, all that Meſſuage

The Demiſe.

or Tenement, with the Barns, Stables, Out-Houſes, Orchard, Garden, Yard, and twelve Acres of Paſture-Ground, more or leſs, thereunto belonging, or therewith uſed or enjoyed, ſituate, lying and being in *Gorcum* in the ſaid County of *Cambridge*, and all that Cloſe of Paſture-Ground lying and being in *Gorcum* aforeſaid, containing by Eſtimation twenty five Acres and three Roods, more or leſs, and called by the Name of *Home Cloſe*, and all that other Cloſe of Paſture-Ground there, containing by Eſtimation twelve Acres, more or leſs; and all that other Cloſe of Paſture Ground there, containing by Eſtimation fourteen Acres, more or leſs; and all that other Cloſe of Paſture-Ground there, containing by Eſtimation twenty-two Acres, more or leſs, and called by the Name of *Ivy Green*; and alſo one other Cloſe of Paſture-Ground there, containing by Eſtimation, ſix Acres, more or leſs; and one other Cloſe of Paſture-Ground, *&c.* [*Here follow ſeveral other Parcels.*] All which ſaid Meſſuage, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby demiſed, now are or late were in the Tenure, Poſſeſſion or Occupation of *Lewis Lant*, his Aſſigns, Leſſees or Under-tenants; and alſo all Houſes, Buildings, Barns, Stables, Gardens, Orchards, Woods, Underwoods, Commons, Paſtures, Ways, Waters, Water-Courſes, Profits, Commodities and Hereditaments whatſoever, to the ſame Meſſuages, Lands, Paſture-Grounds, Hereditaments and Premiſſes, or any of them belonging or appertaining, or with them, or any of them uſed or enjoyed; all which ſaid Meſſuages, Lands, Paſture-Grounds, Hereditaments and Premiſſes in the ſaid County of *Cambridge*, were lately purchaſed by the ſaid *Adam Axe* in the Names of himſelf and the ſaid *David Dun*, his Truſtee, of and from *Matthew More* of *Nonſuch* in the ſaid County of *Lincoln*, Gent. and others, by Indentures of Leaſe and Releaſe, bearing Date reſpectively the twelfth and thirteenth Days of *July* laſt paſt, before the Date of theſe Preſents; and alſo all other the Meſſuages, Lands, Grounds and Hereditaments whatſoever of him the ſaid *Adam Axe* in *Gorcum* aforeſaid, ſo purchaſed as aforeſaid, with their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Meſſuages, Lands, Grounds, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned to be hereby granted and demiſed, with their and every of their Appurtenances, unto the ſaid *Henry Hart*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waſte. Provided always nevertheleſs, and upon this expreſs Condition, that in caſe the ſaid *Adam Axe*, his Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid, unto the ſaid *Sara Nun*, or her Aſſigns, for and during the Term of her natural Life, the aforeſaid Annuity or yearly Rent-Charge of 200*l.* as the ſame ſhall from time to time become due and payable, and ſhall and do from time to time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *Henry Hart*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and his, their and every of their Lands and Tenements, Goods and Chattels, and particularly the ſaid capital Meſſuage, Farm, Lands, Hereditaments and Premiſſes ſo ſold and conveyed unto and to the Uſe of him the ſaid *Henry Hart*, his Heirs and Aſſigns as aforeſaid, of, from and againſt the ſame Annuity or yearly Rent-Charge, and all Arrears thereof and every Part thereof, and of, from and againſt all Actions and Suits at Law or in Equity, and all Remedies whatſoever which ſhall or may be commenced, brought, proſecuted or taken, for or by reaſon or on account of the Non-Payment, or not due Payment of the ſame Annuity and Arrears, or any Part thereof, and all Loſs, Coſts, Charges, Damages and Expences, which he the ſaid *Henry Hart*, his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, ſhall or may ſuſtain, expend, or be put unto, for or by reaſon or means of ſuch Non-Payment or not due Payment as aforeſaid, or otherwiſe howſoever, for or on account of the ſame Annuity and Arrears, or any Part thereof, then and in ſuch Caſe, and at all Times from and after the Deceaſe of the ſaid *Sarah Nun*, and Payment of all Arrears which ſhall be then due of her ſaid Annuity or yearly Rent-Charge of 200*l.* together with all ſuch Loſs, Coſts, Charges, Damages and Expences as ſhall or may have been ſuſtained, paid, or occaſioned for or by reaſon of any

Habendum.

Proviſo, that upon due Payment of the Rent Charge and Coſts, *&c.* the Term to ceaſe.

any Breach which ſhall or may have been made of or in the Performance of the ſaid Proviſo and Conditions, the ſaid Term of ninety-nine Years of and in the Premiſſes ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, any Thing herein before contained to the contrary notwithſtanding. Provided alſo, and it is hereby declared and agreed by and between the ſaid *Henry Hart* and *Adam Axe*, that in the mean time, and until Breach ſhall be made of or in Performance of the ſaid Proviſo and Condition firſt herein before contained, it ſhall and may be lawful to and for the ſaid *Adam Axe*, his Heirs and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Meſſuages, Lands, Grounds, Hereditaments and Premiſſes hereby or mentioned to be hereby granted and demiſed, with their Appurtenances, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Henry Hart*, his Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for him, them, or any of them. And the ſaid *Adam Axe* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Henry Hart*, his Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, That it ſhall and may be lawful to and for the ſaid *Henry Hart*, his Executors, Adminiſtrators and Aſſigns, from time to time, and at all Times from and after Breach ſhall be made of or in the Performance of the ſaid Proviſo and Condition firſt herein before contained, peaceably and quietly to enter into, have, hold and enjoy the ſaid Meſſuages, Lands, Grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and demiſed, with their Appurtenances, and receive and take the Rents and Profits thereof for and during all the then Reſidue of the ſaid Term of ninety-nine Years therein, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Adam Axe*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever; and that free and clear of and from all Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever. And moreover, That he the ſaid *Adam Axe* and his Heirs, and all other Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid hereby, or mentioned to be hereby granted and demiſed Premiſſes, or any Part thereof, ſhall and will at any Time or Times after Breach ſhall happen to be made of or in Performance of the ſaid Proviſo and Condition firſt herein before contained, upon the Requeſt, and at the Coſts and Charges in the Law of the ſaid *Henry Hart*, his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute conveying and aſſuring of the ſaid Meſſuages, Lands, Grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and demiſed, with their Appurtenances, unto the ſaid *Henry Hart*, his Executors, Adminiſtrators and Aſſigns, from thenceforth, for all the then Reſidue of the ſaid Term of ninety-nine Years therein, without Impeachment of Waſte, diſcharged of the aforeſaid Proviſo and Condition, or any Equity thereupon, as by the ſaid *Henry Hart*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required. And the ſaid *David Dun* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Henry Hart*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *David Dun* hath not heretofore done or committed any Act, Matter or Thing whatſoever, whereby or by means whereof the ſaid Meſſuage, Lands, Grounds, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and demiſed, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. And laſtly, the ſaid *Adam Axe* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Henry Hart*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Adam Axe*, his Heirs, Executors or Adminiſtrators, ſhall and will at any Time or Times hereafter during the natural Life of the ſaid *Sarah Nun*, upon every reaſonable Requeſt, and at the Coſts and Charges of the ſaid *Henry Hart*,

The Grantor to enjoy until Default of Payment.

On Breach of the firſt Condition (*viz.* Payment) the Purchaſer to enter and enjoy.

Covenant for further Aſſurances after Breach, *&c.*

TheGrantor's Truſtee covenants that he has not done any Thing to impeach the Eſtate.

Covenant to produce Deeds mentioned in a Schedule.

his Executors, Adminiſtrators or Aſſigns (unleſs hindered or prevented by Fire or other inevitable Accident) produce and ſhew forth, or cauſe to be produced and ſhewn forth, unto the ſaid *Henry Hart*, his Executors, Adminiſtrators or Aſſigns, or to his or their Counſel or Agents, or at any Trial or Hearing in any Court of Law or Equity, or otherwiſe, as Occaſion ſhall be or require, all and every, or any of the Deeds, Evidences and Writings in the Schedule under written mentioned, for the evidencing, maintaining and defending the Title of him the ſaid *Adam Axe* in and to the ſaid Meſſuages, Lands, Hereditaments and Premiſſes hereby, or mentioned to be hereby granted and demiſed, and the Right of them the ſaid *Adam Axe* and *David Dun* to grant and demiſe the ſame in manner aforeſaid. In witneſs, *&c.*

A Demiſe by way of Collateral Security to a Purchaſer. Lands being charged by a Will with Debts and Legacies, and deviſed for ſeveral particular Eſtates, and finally deviſed in Fee to a Feme Sole, who was alſo Heir at Law: She marries, and ſhe and her Huſband having ſold Part to one who ſold the ſame to another, the Vendors demiſe other Lands to the ſecond Purchaſer, as a Collateral Security againſt Debts and Legacies; and their Truſtees of certain Terms covenant to ſtand poſſeſſed in Truſt for the Purchaſer. N° 4.

THIS Indenture quinquepartite, made the firſt Day of *June* 1729, and in the ſecond Year of the Reign of our Sovereign Lord *George* the Second, *&c.* between *Adam Allen* of *&c.* Eſq; and *Barbara* his Wife, Siſter and Heir of Sir *Cæſar Colt* of, *&c.* Baronet, deceaſed, of the firſt Part, *Dennis Ducy* of, *&c.* Eſq; of the ſecond Part, *Edward Eades* of, *&c.* of the third Part, *Francis Faunt* of, *&c.* Executor of the laſt Will and Teſtament of his late Father *George Faunt*, late of, *&c.* deceaſed, of the fourth Part, and *Henry Holt*, of the Town of, *&c.* Executor of the laſt Will and Teſtament of *Lawrence Lander*, late of, *&c.* deceaſed, of the fifth Part. Whereas the ſaid Sir *Cæſar Colt* did in and by his laſt Will and Teſtament in Writing by him duly made and publiſhed, bearing Date on or about the ninth Day of *March* which was in the Year of our Lord 1690, among other Things, will that all his Debts, Legacies and Funeral Expences, ſhould be paid out of his real Eſtate, and to the true Payment thereof, he did by his ſaid Will ſubject and charge all his Manors, Lands, Tenements and Hereditaments whatſoever; and he gave and deviſed unto Dame *Olivia Colt* his then Wife, long ſince deceaſed, ſo long as ſhe ſhould continue his Widow and unmarried, all his Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, for her better Livelihood and Maintenance, ſubject to the Payment of the Intereſt of his Debts, at the Rate of 5 *l. per Cent. per Annum.* And further willed, that his ſaid Wife, her Executors, Adminiſtrators and Aſſigns, ſhould have what ſhe ſhould pay for or in Satisfaction of his Debts, or for his Funeral Expences, with all Arrears of Intereſt thereof, and after the Determination of the Eſtate thereby deviſed to the ſaid Dame *Olivia Colt*, he the ſaid Teſtator did give and bequeath all his Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, ſubject nevertheleſs to the Payment of his Debts, and all Intereſt thereof, and of all ſuch Sum and Sums of Money which his ſaid Wife ſhould pay for or towards Satisfaction of his Debts and Funeral Expences, and ſubject to the Payment of his Legacies, and any Sum or Sums of Money which his ſaid Wife ſhould by her laſt Will in Writing, or any other Writing by her ſubſcribed and ſealed in the Preſence of three credible Perſons, charge or appoint to be paid thereout, not exceeding the Sum of 1500 *l.* in the Whole, and the Reverſion and Reverſions, Remainder and Remainders thereof, unto the ſaid *Barbara* Wife of the ſaid *Adam Allen*, by the Name of his Siſter Mrs. *Barbara Colt* of, *&c.* Spinſter, her Heirs and Aſſigns for ever, ſubject to the Proviſo and Condition in the ſame Will in that Behalf mentioned and contained, and which hath been ſince duly performed on the Part of her the ſaid *Barbara*. And the ſaid Sir *Cæſar Colt* did in and by his ſaid Will give and bequeath to the ſeveral Perſons in the Schedule there-

The Anceſtor's Will recited in Part.

unto annexed mentioned, the ſeveral Sums of Money and Legacies in the ſaid Schedule mentioned, and of his ſaid Will made the ſaid Dame *Olivia Colt* his then Wife ſole Executrix. In and by which ſaid Schedule the ſaid Teſtator gave ſeveral Sums of Money and Legacies to ſeveral Perſons therein named, to be paid within one Year after his Death, or as ſoon as Money could be raiſed for it; and likewiſe ſeveral other Sums of Money and Legacies to ſeveral other Perſons in the ſame Schedule named, to be paid within one Year after the Deceaſe or Marriage of his ſaid then Wife, or as ſoon after as Money could be raiſed for it. And the ſaid Sir *Cæſar Colt* afterwards by a Codicil to his ſaid Will confirmed the ſame Will, and thereby gave ſeveral further ſmall Legacies to ſeveral other Perſons in the ſaid Codicil named, to the Payment of all which he ſubjected his whole Eſtate; as by the ſaid recited Will, Schedule and Codicil afterwards duly proved in the Prerogative Court of *Canterbury*, Relation being thereunto reſpectively had, may more fully appear. And whereas ſome Years after the Deceaſe of the ſaid Sir *Cæſar Colt*, divers Manors, Meſſuages, Lands and Hereditaments, late Part of the real Eſtate of the ſaid Sir *Cæſar Colt*, were in purſuance of his ſaid Will, and of one or more Decree or Decrees of the High Court of Chancery, ſold and conveyed away in order to raiſe Monies for the Payment of his Debts, Legacies and Funeral Expences charged on his ſaid real Eſtate as aforeſaid, and by and with the Monies ſo raiſed or otherwiſe, all the ſaid Funeral Expences and many of the ſaid Debts and Legacies of the ſaid Sir *Cæſar Colt* appear to have been long ſince paid and ſatisfied; but it is at preſent uncertain whether the Whole of the ſaid Debts and Legacies have been yet paid and ſatisfied. And whereas by Indenture quadrupartite dated the ninth Day of *July* in the Year of our Lord 1704, and made or mentioned to be made between the ſaid *Adam Allen* of, *&c.* and the ſaid *Barbara* his Wife, of the firſt Part, *Paul Peck* and the ſaid *George Faunt*, both ſince deceaſed, of the ſecond Part, the ſaid *Edward Eades* and *Ralph Rich* the Elder, ſince alſo deceaſed, of the third Part, and *Ralph Rich* the Younger, and the ſaid *Lawrence Lander*, both ſince deceaſed, of the fourth Part, and Fine *Sur Conuzance de droit come ceo, &c.* in the ſame Indenture covenanted to be levied by the ſaid *Adam Allen* and *Barbara* his Wife, and which was duly levied accordingly in *Michaelmas* Term in the ſame Year, the Manor, Meſſuages, Lands, Tenements, Rents and Hereditaments herein after granted and demiſed, with their Appurtenances, together with the Manor or Lordſhip of *Standhill*, and divers Meſſuages, Lands and Hereditaments in or near *Standhill*, with their Appurtenances, ſince conveyed to the ſaid *Dennis Ducy* and his Heirs, being all Part of the ſaid real Eſtate late of the ſaid Sir *Cæſar Colt*, were for the Conſiderations in the ſame Indenture mentioned, ſettled and limited, or mentioned to be ſettled and limited, to the Uſe of the ſaid *Edward Eades* and *Ralph Rich* the Elder, for the Term of ninety-nine Years, if they the ſaid *Adam Allen* and *Barbara* his Wife, or the longeſt Liver of them ſhould ſo long live, upon the Truſt in the ſame Indenture expreſſed touching the ſame Term; and from and after the Determination of the ſaid Term, to the Uſe of the ſaid *Adam Allen* and *Barbara* his Wife for their Lives, and the Life of the longeſt Liver of them, without Impeachment of Waſte, with Remainder to the ſaid *Paul Peck* and *George Faunt*, and their Heirs, during the Lives of the ſaid *Adam Allen* and *Barbara* his Wife, and the Life of the longeſt Liver of them, in Truſt to ſupport the contingent Remainders therein after limited from being barred or deſtroyed; and from and after the ſeveral Deceaſes of the ſaid *Adam Allen* and *Barbara* his Wife, to the Uſe of the ſaid *Paul Peck* and *George Faunt*, their Executors, Adminiſtrators and Aſſigns, for the Term of two hundred Years, upon the Truſts, and under the Proviſoes therein after expreſſed touching the ſame Term; and from and after the Determination of the ſaid Term of two hundred Years, to the Uſe of the firſt and other Sons of the Body of the ſaid *Barbara* by the ſaid *Adam Allen* to be begotten ſucceſſively in Tail Male, with Remainder to all and every the Daughter and Daughters of the ſaid *Barbara* by the ſaid *Adam Allen* to be begotten in Tail General, with Remainder to the ſaid *Ralph Rich* the Younger, and *Lawrence Lander*, their Executors, Adminiſtrators and Aſſigns, for the Term of five hundred Years, upon the Truſts, and under the Proviſoes therein after expreſſed touching the ſame Term, with the laſt Remainder in Fee to the Survivor of them the ſaid *Adam Allen* and *Barbara* his Wife, and the Heirs and Aſſigns of ſuch Survivor for ever. And whereas the ſaid *Edward Eades* having ſurvived the ſaid *Ralph*

and a Schedule of Legacies annexed to it;

and a Codicil giving other Legacies,

the ſame duly proved,

and Part of the real Eſtate ſold under the Will and Decrees in Chancery, and the Funerals, and many of the Debts and Legacies paid, but uncertain whether all.

Indentures recited,

and a Fine, by which Part of the deviſed Lands were ſettled, and certain Terms raiſed.

The laſt Remainder to the Vendor and his Wife and the Heirs of the Survivor.

Rich the Elder, the now Reſidue of the ſaid Term of ninety-nine Years of and in the ſaid Manor, Meſſuages, Lands, Tenements, Rents and Hereditaments herein after granted, bargained and ſold, is now wholly come to and veſted in him the ſaid *Edward Eades*; and the ſaid *George Faunt* having ſurvived the ſaid *Paul Peck*, the now Reſidue of the ſaid Term of two hundred Years of and in the ſame Premiſſes is now come to and legally veſted in the ſaid *Francis Faunt*, the Executor of the laſt Will and Teſtament of the ſaid *George Faunt*; and the ſaid *Lawrence Lander* having ſurvived the ſaid *Ralph Rich* the Younger, the now Reſidue of the ſaid Term of five hundred Years of and in the ſame Premiſſes is now come to and veſted in the ſaid *Henry Holt*, the Executor of the laſt Will and Teſtament of the ſaid *Lawrence Lander*. And whereas the ſaid *Adam Allen* and *Barbara* his Wife have not hitherto had any Iſſue between them, and the ſaid *Barbara* is now upwards of the Age of ſeventy Years. And whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively the firſt and ſecond Days of *June* 1726, both duly inrolled in Chancery, the Releaſe being made or mentioned to be made between the ſaid *Adam Allen* and *Barbara* his Wife of the firſt Part, the ſaid *Francis Faunt* of the ſecond Part, the ſaid *Edward Eades* of the third Part, and *Tabitha Tull*, Widow and Relict of *Thomas Tull* then late of *Standhill* aforeſaid, Eſq; deceaſed, of the fourth Part, and Fine *Sur Conuzance de droit come ceo, &c.* in the ſame Releaſe covenanted to be levied, and which was duly levied accordingly in *Trinity* Term in the ſame Year, and by other good Conveyances in the Law, the ſaid *Adam Allen* and *Barbara* his Wife, and their ſaid Truſtees, did for a valuable Conſideration abſolutely grant and convey unto and to the Uſe of the ſaid *Tabitha Tull*, her Heirs and Aſſigns for ever, the Manor or Lordſhip of *Standhill*, and divers other Meſſuages, Farms, Lands, Tenements and Hereditaments in or near *Standhill* aforeſaid, in the ſame Indentures particularly mentioned and deſcribed, and alſo all other the Meſſuages, Farms, Lands, Tenements, Rents and Hereditaments whatſoever, ſituate, lying and being within the Manor, Pariſh, Town, Fields, Precincts or Territories of *Standhill* aforeſaid, whereof or wherein they the ſaid *Adam Allen* and *Barbara* his Wife, or either of them, or any Perſon or Perſons whatſoever, in Truſt for or to the Uſe of them, or either of them, then had any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, by Virtue of the ſaid Settlement of the ninth Day of *July* 1704, with their and every of their Rights, Royalties, Members and Appurtenances. And whereas by Indenture of Bargain and Sale duly inrolled in Chancery bearing Date the tenth Day of *April* now laſt paſt, and by other good Conveyances and Aſſurances in Law, the ſaid *Tabitha Tull* hath for a valuable Conſideration abſolutely ſold and conveyed unto and to the Uſe of the ſaid *Dennis Ducy*, his Heirs and Aſſigns for ever, the ſaid Manor or Lordſhip of *Standhill*, with its Appurtenances, and all other the ſaid Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, which in and by the ſaid Indentures of Leaſe and Releaſe of the firſt and ſecond Days of *June* 1726, and Fine thereupon levied, were granted and conveyed unto and to the Uſe of her the ſaid *Tabitha Tull*, her Heirs and Aſſigns as aforeſaid, with their and every of their Rights, Royalties, Members and Appurtenances; and alſo all that the Manor-Houſe and capital Meſſuage, and Farm of *Standhill*, with their Appurtenances, and divers other Meſſuages, Lands and Hereditaments, in or near *Standhill* and *Vine-hall*, or one of them, in the County of *Worceſter*, and in the ſame Indenture of Bargain and Sale particularly mentioned and deſcribed, with their Appurtenances; all which Manor, Manor-Houſe, Farm, Meſſuages, Lands, Hereditaments and Premiſſes ſo conveyed unto and to the Uſe of the ſaid *Dennis Ducy*, his Heirs and Aſſigns aforeſaid, were and are Part of the real Eſtate late of the ſaid Sir *Cæſar Colt* by him charged with the Payment of his Debts, Legacies and Funeral Expences as aforeſaid. And whereas in regard it cannot at preſent be made appear, that the Whole of the ſaid Debts and Legacies are paid and ſatisfied, they the ſaid *Adam Allen* and *Barbara* his Wife have agreed to give to the ſaid *Dennis Ducy* ſuch collateral Security as is herein after mentioned and contained for indemnifying him, his Heirs and Aſſigns, and the ſaid Manor, Lands, Hereditaments, and other the Premiſſes ſo to him and them conveyed as aforeſaid, from and againſt ſuch of the ſaid Debts and Legacies as may be yet ſtanding out and unſatisfied, if any ſuch there be, and from and againſt all Loſs, Coſts, Charges and Expences which he the ſaid *Dennis Ducy*, his Heirs and

Recital of Survivorſhips and Repreſentatives among the Truſtees of Terms.

The Vendor and his Wife childleſs, and ſhe ſeventy Years old.

Recital of the Sale to the firſt Purchaſer, of Part of the deviſed and ſettled Eſtate.

And of the Sale to the ſecond Purchaſer,

All Part of the real Eſtate charged.

Becauſe it cannot at preſent appear whether all the Debts and Legacies be paid, the Vendors have agreed to give this Purchaſer collateral Security to indemnify him.

and Aſſigns, or any of them, ſhall or may at any Time hereafter ſuſtain, expend, or be put unto for or on account of any ſuch unſatisfied Debts or Legacies. Now this Indenture witneſſeth, That in purſuance of the ſaid recited Agreement, and for the End, Intent and Purpoſe aforeſaid, and for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Adam Allen* and *Barbara* his Wife in hand paid by the ſaid *Dennis Ducy*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Adam Allen* and *Barbara* his Wife have, and each of them hath granted, bargained, ſold and demiſed, and by theſe Preſents do, and each of them doth grant, bargain, ſell and demiſe, unto the ſaid *Dennis Ducy*, his Executors, Adminiſtrators and Aſſigns, all that the Manor or Lordſhip of *Yarrow* and *Yardale*, with the Appurtenances thereof, in the ſaid County of *Worceſter*; and alſo all Meſſuages, Farms, Lands, Tenements, Meadows, Paſtures, Wood-Grounds, Quit-Rents, and other Rents, Rights, Royalties, Juriſdictions, Liberties, Privileges, Hereditaments and Appurtenances whatſoever to the ſame Manor or Lordſhip belonging or appertaining, or therewith uſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or of any Part thereof. All which ſaid hereby granted and demiſed Meſſuages, Farms, Lands, Hereditaments and Premiſſes are ſituate, lying and being in *Yarrow* in the ſaid County of *Worceſter*, or within the Fields, Liberties or Precincts of the ſame, and together with the ſaid laſt mentioned Manor now are, or late were in the ſeveral Occupations of *Anthony Abbot*, *Bartholomew Beckingham* and *Colley Cowell*, or ſome of them, their or ſome of their Aſſigns, Leſſees or Under-tenants, or of ſome other Perſon or Perſons, as Tenant or Tenants to them the ſaid *Adam Allen* and *Barbara* his Wife, or one of them. And alſo all that yearly Rent of 14*s.* iſſuing and ariſing out of the Corn-Mill or Mills called *Dallen* Mill or Mills, ſituate and being in *Dallen* in the ſaid County of *Worceſter*. And all that other yearly Rent of 1*l.* 6*s.* 8*d.* iſſuing and ariſing out of certain Meſſuages, Lands or Hereditaments, ſituate, lying and being in *Eſhford* in the ſaid County of *Worceſter*, and now or late, or ſome time in the Joint or ſeveral Tenures or Occupations of *Francis Frogmore*, *Gyles Galt* and *Herbert Hale*, or ſome of them, their or ſome of their Aſſigns, Leſſees or Under-tenants. And alſo all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of them the ſaid *Adam Allen* and *Barbara* his Wife, or either of them, or whereof or wherein they or either of them, or any Perſon or Perſons in Truſt for them, or either of them, is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate or being in *Yarrow*, *Dallen* and *Eſhford*, every or any of them, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and hold the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments, and all and ſingular other the Premiſſes herein before granted and demiſed, or mentioned ſo to be, with their Appurtenances, unto the ſaid *Dennis Ducy*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date hereof, for and during the full Time and Term, and unto the full End and Term of one thouſand Years from thence next enſuing and fully to be compleat and ended, without Impeachment of Waſte, upon the Truſts nevertheleſs, and for the Intents and Purpoſes, and under and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame Term. And the ſaid *Adam Allen* doth hereby for himſelf and the ſaid *Barbara* his Wife, and his and her Heirs, covenant, promiſe and grant to and with the ſaid *Dennis Ducy*, his Heirs, Executors and Adminiſtrators, that they the ſaid *Adam Allen* and *Barbara* his Wife ſhall and will at the Coſts and Charges of the ſaid *Adam Allen*, as of *Hilary* Term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *Sur Conuzance de droit come ceo*, &c. whereupon Proclamations ſhall and may be had and made, according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Dennis Ducy* and his Heirs, of all the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes herein before granted and demiſed, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers

The Bargain and Demiſe of other Lands for a long Term to the Purchaſer.

Habendum

for one thouſand Years, *ſans* Waſte.

Covenant to levy a Fine

to the Leſſee of the demiſed Premiſſes,

bers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet, which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied or executed, or hereafter to be had, made, levied or executed of the ſame Manor, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared by all the ſaid Parties to theſe Preſents to be and enure in the firſt place, for corroborating, ſtrengthening and confirming the ſaid Term of one thouſand Years, upon the Truſts, and for the Purpoſes, and ſubject to the Proviſo and Agreements herein after expreſſed and declared of and concerning the ſame Term. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of one thouſand Years, and in the mean Time ſubject thereunto, to and for ſuch Uſes and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes, Limitations and Agreements, as in and by the ſaid Indenture of Settlement of the ninth Day of *July* 1704. were limited or agreed, or intended to be limited of and concerning the ſame Manor, Farms, Lands, Hereditaments and Premiſſes. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame Term of one thouſand Years herein before granted and demiſed unto the ſaid *Dennis Ducy*, his Executors, Adminiſtrators and Aſſigns, as aforeſaid, is ſo to him and them granted, upon the Truſts, and for the Purpoſes, and ſubject to the Proviſo and Agreements herein after expreſſed and declared of and concerning the ſame Term; that is to ſay, Upon Truſt, that he the ſaid *Dennis Ducy*, his Executors, Adminiſtrators and Aſſigns, ſhall permit and ſuffer the ſaid *Adam Allen* and *Barbara* his Wife, and ſuch other Perſon and Perſons who for the Time being ſhould and would have been intitled to the Rents and Profits of the ſaid hereby granted and demiſed Manor, Lands, Hereditaments and Premiſſes, by Virtue of the ſaid Indenture of Settlement of the ninth Day of *July* 1704, in caſe theſe Preſents had not been made, to receive and take the ſame Rents and Profits, and every Part thereof, to and for his, her, and their own reſpective Uſe and Benefit, according to the true Meaning of the ſame Settlement, until the ſaid *Dennis Ducy*, his Heirs or Aſſigns, or the ſaid Manor, Manor-Houſe, Meſſuages, Farms, Lands, Hereditaments and Premiſſes ſo granted and conveyed by the ſaid *Tabitha Tull*, unto and to the Uſe of him and them as aforeſaid, or ſome Part thereof, ſhall be ſome way impeached, charged or prejudiced by reaſon or on account of any of the ſaid Debts or Legacies by the ſaid Sir *Cæſar Colt* charged on all his Manors, Lands, Hereditaments and real Eſtate as aforeſaid, or by reaſon or on account of any Suit, Action, Proceſs, or other Remedy to be commenced, brought, proſecuted, or taken for Recovery of the ſame Debts or Legacies, or any of them, by Virtue of, or under the ſaid Will of the ſaid Sir *Cæſar Colt* or otherwiſe, or that he the ſaid *Dennis Ducy*, his Heirs or Aſſigns, ſhall be ſued, moleſted or damnified, for or on account of the ſaid Debts or Legacies, or any of them. And upon this further Truſt, that from Time to Time, and ſo often as he the ſaid *Dennis Ducy*, his Heirs or Aſſigns, or the Premiſſes to him and them conveyed as aforeſaid, or any Part thereof, ſhall be any ways impeached, charged or prejudiced, by reaſon or on account of any of the ſaid Debts or Legacies, or of any ſuch Suit, Action, Proceſs, or other Remedy as aforeſaid, or as he the ſaid *Dennis Ducy*, his Heirs or Aſſigns, ſhall be ſued, moleſted or damnified, for or on account of the ſame Debts or Legacies, or any of them, then and ſo often he the ſaid *Dennis Ducy*, his Executors, Adminiſtrators or Aſſigns, ſhall by and out of the Rents and Profits of the ſaid Manor, Lands, Hereditaments and Premiſſes comprized in the ſaid Term of one thouſand Years, or by Demiſe, Sale or Mortgage of the ſame Premiſſes, or a competent Part thereof, for all or any Part of the ſame Term therein, raiſe, levy and pay ſo much Monies as ſhall be ſufficient from Time to Time to anſwer and make good unto the ſaid *Dennis Ducy*, his Heirs and Aſſigns, all ſuch Monies as he, they or any of them ſhall at any Time or Times hereafter be compelled or obliged to pay for or towards any of the ſaid Debts or Legacies ſo

to enure to ſtrengthen the Term,

and to Uſes of the Settlement before recited.

The Truſt of Term of one thouſand Years declared.

The Leſſors, *&c.* to enjoy until the Leſſee, *&c.* be diſturbed,

and if diſturbed he is to be indemnified out of Rents,

or by Demiſe, Sale or Mortgage of all or a Part.

charged by the ſaid Sir *Cæſar Colt* as aforeſaid, together with all Loſs, Coſts, Charges, Damages and Expences, which he the ſaid *Dennis Ducy*, his Heirs or Aſſigns, or any of them, ſhall any ways pay, ſuſtain, expend, or be put unto, for or by reaſon or on account of any of the ſame Debts or Legacies, or of any ſuch Suit, Action, Proceſs, or other Remedy as aforeſaid, and alſo all ſuch Coſts, Charges and Expences as ſhall at any Time or Times hereafter attend the Execution of the Truſts hereby created. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *Dennis Ducy* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Adam Allen* and *Barbara* his Wife, their Heirs and Aſſigns, that in caſe at any Time hereafter, and when and ſo ſoon as they the ſaid *Adam Allen* and *Barbara* his Wife, or either of them, their or either of their Heirs or Aſſigns, ſhall to the Satisfaction of the ſaid *Dennis Ducy*, his Heirs or Aſſigns, or his or their Counſel learned, prove and make it appear, that all the ſaid Debts and Legacies charged by the ſaid Sir *Cæſar Colt* on his ſaid late Manor, Lands, Hereditaments and real Eſtate as aforeſaid, are fully paid and ſatisfied, or otherwiſe releaſed and diſcharged; and that all the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments and Premiſſes ſo conveyed unto and to the Uſe of the ſaid *Dennis Ducy*, his Heirs or Aſſigns as aforeſaid, are abſolutely freed and diſcharged of and from the ſame Debts and Legacies, and every Part thereof, and all Charges and Demands for or on account of them, every or any of them, then and at any Time thenafter, the Coſts, Charges and Expences attending the Execution of the Truſts hereby created being firſt paid, he the ſaid *Dennis Ducy*, his Executors, Adminiſtrators or Aſſigns, ſhall and will upon the Requeſt, and at the Coſts and Charges of the ſaid *Adam Allen* and *Barbara* his Wife, or either of them, their or either of their Heirs or Aſſigns, aſſign or ſurrender the ſaid hereby granted and demiſed Premiſſes, or ſuch Part thereof as ſhall be undiſpoſed of, for the Purpoſes as aforeſaid, for all the then Reſidue of the ſaid Term of one thouſand Years therein, unto them the ſaid *Adam Allen* and *Barbara* his Wife, their Heirs or Aſſigns, or unto ſuch Perſon or Perſons as they the ſaid *Adam Allen* and *Barbara* his Wife, or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor ſhall in that Behalf direct or appoint, any Thing herein before contained to the contrary notwithſtanding; and each of them the ſaid *Edward Eades*, *Francis Faunt* and *Henry Holt*, at the Requeſt, and by the Direction and Appointment of the ſaid *Adam Allen* and *Barbara* his Wife, teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents, doth hereby for himſelf only, and for his own Heirs, Executors, Adminiſtrators and Aſſigns only, covenant, promiſe, declare and agree to and with the ſaid *Dennis Ducy*, his Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, the ſaid *Edward Eades* doth hereby covenant, promiſe, declare and agree, that he, his Executors, Adminiſtrators and Aſſigns, ſhall and will from henceforth during the now Reſidue of the ſaid Term of ninety-nine Years of and in the ſaid herein before granted and demiſed Premiſſes (determinable as aforeſaid) ſtand and be poſſeſſed of and intereſted in the ſame Premiſſes, upon the Truſts, and for the Purpoſes herein after mentioned or referred to. And the ſaid *Francis Faunt* doth hereby covenant, promiſe, declare and agree, that he, his Executors, Adminiſtrators and Aſſigns, ſhall and will from henceforth during the now Reſidue of the ſaid Term of two hundred Years of and in the ſame Premiſſes, ſtand and be poſſeſſed of, and intereſted therein, upon the Truſts and for the Purpoſes herein after mentioned or referred to. And the ſaid *Henry Holt* doth hereby covenant, promiſe, declare and agree, that he, his Executors, Adminiſtrators and Aſſigns, ſhall and will from henceforth during the now Reſidue of the ſaid Term of five hundred Years of and in the ſame Premiſſes, ſtand and be poſſeſſed of and intereſted therein, upon the Truſts, and for the Purpoſes herein after mentioned or referred to. And it is hereby declared and agreed by all the ſaid Parties hereto, that they the ſaid *Edward Eades*, *Francis Faunt* and *Henry Holt*, ſeverally and reſpectively, and their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, ſhall from henceforth during the now Reſidue of the ſaid ſeveral Terms of ninety-nine Years, two hundred Years, and five hundred Years, of and in the ſaid mentioned Premiſſes, ſtand and be poſſeſſed of and intereſted therein ſeverally and reſpectively, in Truſt in the firſt Place for the ſaid

The Purchaſer covenants to aſſign or ſurrender the Term upon Proof that all the Debts and Legacies are paid.

The Truſtees for the other Terms ſeverally covenant to ſtand poſſeſſed in Truſt for the Purchaſer, upon like Truſts as the Term of one thouſand Years.

ſaid *Dennis Ducy*, his Executors, Adminiſtrators and Aſſigns, upon the like Truſts, and for the like Purpoſes, and ſubject to the like Agreements as are herein before expreſſed and declared of and concerning the ſaid Term of one thouſand Years; and afterwards, and in the mean time ſubject thereto, upon the Truſts, and for the Purpoſes, and ſubject to the Proviſoes and Agreements in the ſaid Indenture of the ninth Day of *July* 1704. declared concerning the ſeveral Terms of ninety-nine Years, two hundred Years, and five hundred Years reſpectively. And the ſaid *Adam Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree, to and with the ſaid *Dennis Ducy*, his Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, That the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments and Premiſſes herein before granted and demiſed, ſhall or lawfully may at all Times hereafter, during the ſaid Term of one thouſand Years, remain, continue and be unto the ſaid *Dennis Ducy*, his Executors, Adminiſtrators and Aſſigns, upon the Truſts, and for the Purpoſes, and ſubject to the Proviſo and Agreements herein before expreſſed and declared concerning the ſame; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Moleſtation, Eviction or Interruption of or by the ſaid *Adam Allen* and *Barbara* his Wife, or either of them, their or either of their Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever. And moreover, that they the ſaid *Adam Allen* and *Barbara* his Wife, and their Heirs, and all others claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to, or out of the ſame Manor, Lands, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for them, or either or any of them, or from, by or under any other Perſon or Perſons whomſoever, ſhall and will at any Time or Times hereafter, during the Space of ten Years next enſuing the Date hereof, make, do and execute, or cauſe to be made, done and executed, any further or other lawful and reaſonable Acts, Deeds, Devices, Conveyances and Aſſurances in the Law whatſoever, for the better, more perfect and abſolute conveying and aſſuring the ſame Premiſſes, with their Appurtenances, unto the ſaid *Dennis Ducy*, his Executors, Adminiſtrators and Aſſigns, for all the then Reſidue of the ſaid Term of one thouſand Years therein, upon the Truſts, and for the Purpoſes, and ſubject to the Proviſo and Agreements herein before expreſſed and declared of and concerning the ſame Term, as by the ſaid *Dennis Ducy*, his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned ſhall be reaſonably adviſed, or deviſed and required, ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making thereof to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In witneſs, *&c.*

Covenant by the Bargainor of the Term for quiet Enjoyment of the demiſed Lands.

Covenant for further Aſſurances at any Time within ten Years.

An Agreement before Marriage: The Wife with Privity of the intended Huſband demiſes her Jointure and conveys her perſonal Eſtate to Truſtees for her ſeparate Uſe and Diſpoſal; and as to the latter, in favour of her three Daughters by her former Huſband; and ſhe is to have and appoint the Guardianſhip of them. N° 5.

THIS Indenture tripartite, made the twenty-ſecond Day of *June Anno Domini* 1728, and in the ſecond Year of the Reign, *&c.* between *Anne Aſh*, Widow and Relict of *Bernard Aſh* late of *Condale* in the County of *Devon*, Eſq; deceaſed, of the firſt Part, *Ezra Ent* of, *&c.* Eſq; and *Felix Faunt* of, *&c.* Eſq; of the ſecond Part, and *Guy Gale* of, *&c.* Eſq; of the third Part. Whereas by Virtue of one Indenture tripartite of Settlement made previous, and in order to the Marriage of the ſaid *Anne Aſh* with her ſaid late Huſband, bearing Date on or about the fourth Day of *September* which was in the Year of our Lord 1721, and made or mentioned to be made between the ſaid *Bernard Aſh* by the Name and Addition of *Bernard Aſh* of *Hook* in the ſaid County of *Devon*, Eſq; Son of *Bernard Aſh* late of *Hook* aforeſaid, Eſq; deceaſed, of the firſt Part, *John Faunt*, Eſq; and the ſaid *Anne Aſh* by her then Name of *Anne Faunt* Spinſter, Daughter of the ſaid *John Faunt*, of the ſecond Part, and *Kenelm Keſtle*, *Luke Aſh*, Eſq; and *Matthew*

A Marriage Settlement made by a former Huſband recited in part, as to the Jointure for the Wife,

Moor, Gent. of the third Part; ſhe the ſaid *Anne Aſh* is and ſtands ſeiſed for the Term of her natural Life for her Jointure, of and in *(inter alia)* the Meſſuages, Lands and Hereditaments herein after mentioned to be hereby demiſed. And whereas a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemnized between the ſaid *Guy Gale* and the ſaid *Anne Aſh*. And whereas upon the Treaty of the ſaid intended Marriage it was agreed, that the ſaid *Anne Aſh* ſhould during the Joint-Lives of her and her ſaid intended Huſband, have and receive to and for her own ſole and ſeparate Uſe and Benefit, one Annuity or clear Yearly Sum of 400*l.* of lawful Money of *Great Britain* to be paid and ſecured in manner herein after mentioned. Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage, and in purſuance and performance of the ſaid recited Agreement, and for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Anne Aſh* in hand paid by the ſaid *Ezra Ent* and *Felix Faunt* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Anne Aſh*, with the Privity and Conſent of the ſaid *Guy Gale* her intended Huſband (teſtified by his being a Party to and executing theſe Preſents) hath granted, bargained, ſold and demiſed, and by theſe Preſents doth with the like Privity and Conſent, grant, bargain, ſell and demiſe unto the ſaid *Ezra Ent* and *Felix Faunt*, their Executors, Adminiſtrators and Aſſigns, all that capital Meſſuage or Tenement called *Netton*, together with all the Barns, Stables, Out-Houſes, Edifices, Buildings, Courts, Yards, Gardens and Orchards thereunto belonging or appertaining; and alſo all thoſe ſeveral Cloſes, Pieces or Parcels of Arable, Meadow, Paſture and Woodlands herein after mentioned; that is to ſay, [*Here the Parcels.*] All which ſaid Meſſuages, Lands, Hereditaments and Premiſſes, are ſituate, lying and being in the Pariſhes of *Orwend* and *Patſy*, or one of them, in the ſaid County of *Devon*; and alſo all that Meſſuage or Tenement, with the Appurtenances, late in the Occupation of *Richard Roll*, his Aſſignee or Aſſigns; and alſo all the Tithes of Corn and Grain Yearly coming, growing, ariſing, renewing or increaſing out of, upon, or from all or any Part of the ſaid hereby demiſed Meſſuages, Lands and Premiſſes in *Orwend* aforeſaid; and alſo all the Tithes of Corn, Grain and Hay which of Right belongs to the ſaid *Anne Aſh*, coming, growing, ariſing, renewing or increaſing out of, upon, or from all or any Part of the ſaid hereby demiſed Meſſuages, Lands and Premiſſes in *Patſy* aforeſaid, all or moſt Part of which ſaid hereby demiſed Meſſuages, Lands and Premiſſes, now are or late were in the Tenure or Occupation of *Simon Strut*, Yeoman, his Aſſigns or Under-tenants, at and under the Yearly Rent of 240*l.* or thereabouts; and alſo all that Meſſuage or Tenement, *&c.* and alſo all Houſes, Out-Houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Backſides, Ways, Paths, Paſſages, Waters, Water-Courſes, Commons, Common of Paſture, Eaſements, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuages, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes mentioned, or intended to be hereby demiſed, or any Part or Parcel thereof belonging or in any wiſe appertaining; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Meſſuages, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes mentioned, or intended to be hereby demiſed, with their and every of their Appurtenances, unto the ſaid *Ezra Ent* and *Felix Faunt*, their Executors, Adminiſtrators and Aſſigns, from and immediately after the Solemnization of the ſaid intended Marriage, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing and fully to be compleat and ended, if they the ſaid *Anne Aſh* and *Guy Gale* her intended Huſband ſhall both of them ſo long live; upon the Truſts, and to and for the Intents and Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, upon Truſt, and to the Intent and Purpoſe, that they the ſaid *Ezra Ent* and *Felix Faunt*, their Executors, Adminiſtrators and Aſſigns, ſhall and do Yearly and every Year during the ſame Term, by and out of the Rents, Iſſues and Profits of the ſaid Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes hereby, or mentioned to be hereby demiſed, pay, or cauſe to be paid the Yearly Sum of 400*l.* of lawful Money of *Great Britain*, free of

and a Treaty for her ſecond Marriage, and Agreement that ſhe is to have an Annuity for her ſeparate Uſe.

Demiſe by the intended Wife with the Privity, *&c.* of the intended Huſband to Truſtees, of the Jointure-Lands,

for a Term determinable upon Death of Huſband or Wife,

to pay her a Yearly Sum for her ſeparate Uſe,

of all Taxes and Deductions whatſoever, Parliamentary or otherwiſe, on the four moſt uſual Feaſts or Days of Payment in the Year; that is to ſay, [*Here the Feaſts*] by even and equal Portions, unto ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes as ſhe the ſaid *Anne Aſh*, excluſive of her ſaid intended Huſband, ſhall from time to time, notwithſtanding her Coverture, by any Note or Writing under her Hand, direct or appoint; and in Default, and until ſuch Direction or Appointment, to the proper Hands of her the ſaid *Anne Aſh*, for her ſole and ſeparate Uſe and Benefit, whoſe Receipt under her Hand ſhall from time to time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipt ſhall be given; the firſt Payment thereof to begin and be made on ſuch of the ſaid Feaſts as ſhall firſt and next happen after the Solemnization of the ſaid intended Marriage; and upon this further Truſt, that they the ſaid *Ezra Ent* and *Felix Faunt*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Guy Gale* and his Aſſigns, during the Continuance of the ſaid Term of ninety-nine Years, determinable as aforeſaid, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſaid hereby, or intended to be hereby demiſed Meſſuages, Lands and Premiſſes (over and above the ſaid Yearly Sum of 400*l.*) to and for his and their own Uſe and Benefit. And whereas upon the Treaty of the ſaid intended Marriage it was likewiſe agreed, that whatever Monies or Effects ſhe the ſaid *Anne Aſh* was or ſhould be intitled unto, or ſhould be recovered and received by her or in her Right, as her Third or other Part or Share of the perſonal Eſtate of the ſaid *Bernard Aſh* her late Huſband as his Widow, the ſame ſhould be ſettled for the ſeparate Uſe and Diſpoſal of the ſaid *Anne Aſh* for her Life, and after her Deceaſe for the Benefit of her three Daughters, *Tabitha*, *Uſurla* and *Winifred*, by her ſaid late Huſband, or ſome or one of them, in Manner herein after mentioned, and that ſhe the ſaid *Anne Aſh* ſhould have the Guardianſhip and ſole Power of appointing a Guardian or Guardians of her ſaid three Daughters. Now this Indenture further witneſſeth, That in purſuance of the ſaid laſt mentioned Agreement, and for the Conſiderations aforeſaid, it is hereby declared, and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid *Guy Gale* doth hereby conſent, declare and agree, that whatever Monies or Effects ſhall be recovered and received by the ſaid *Guy Gale* and the ſaid *Anne* his intended Wife, or either of them, in her Right as Widow of her ſaid late Huſband as her Thirds, or other Part or Share of his perſonal Eſtate, ſhall be paid to the ſaid *Ezra Ent* and *Felix Faunt*, or the Survivor of them, his Executors or Adminiſtrators, or to ſuch other Perſon or Perſons as the ſaid *Anne Aſh* ſhall from time to time, notwithſtanding her Coverture, by any Note or Writing under her Hand nominate and approve of, to be by them the ſame Truſtees from time to time placed out on Security or Securities at Intereſt, with the Approbation of the ſaid *Anne Aſh* alone, upon the Truſts herein after mentioned of and concerning the ſame; that is to ſay, Upon Truſt to permit and ſuffer her the ſaid *Anne Aſh* and her Aſſigns, to receive and take the Intereſt, Profits and Produce thereof during the Term of her natural Life, to and for her own ſole and ſeparate Uſe and Benefit, without being ſubject or liable to the Controul, Debts or Engagements of the ſaid *Guy Gale* her intended Huſband, or any after-taken Huſband; and from and after her Deceaſe, then upon Truſt to pay and diſpoſe of the ſame Monies and Effects, and all Intereſt then and from thenceforth due or to become due for the ſame, or any Part thereof, in manner following; that is to ſay, Unto and amonſt the ſaid three Daughters of the ſaid *Anne Aſh*, or ſuch one or more of them, in ſuch Parts and Proportions, and at ſuch Times, and in ſuch Manner and Form as ſhe the ſaid *Anne Aſh* alone and notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, executed in the Preſence of two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, ſhall from time to time direct, limit or appoint; and in Default of ſuch Direction, Limitation or Appointment, and as to ſuch Part or Parts thereof, whereof no ſuch Direction, Limitation or Appointment ſhall be made, then unto and amongſt all and every the ſaid three Daughters equally, Share and Share alike, at their reſpective Age or Ages of twenty-one Years,

her Receipt to be a ſufficient Diſcharge,

and upon Truſt for the Huſband, as to the Surplus of the Profits.

Recital of a further Agreement as to Monies, &c. of the Wife, to be at her Diſpoſal for the Benefit of her three Daughters, and ſhe to diſpoſe of the Guardianſhip.

The Agreement.

that ſuch Monies, &c. ſhall be received by the Truſtees,

to be placed out by Approbation of the intended Wife.

The Uſes,

Power of Appointment to the Daughters,

and in Default of Appointment, among the Daughters equally,

Years, or Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Death of the ſaid *Anne Aſh*, but if in her Life-time, then within one Kalendar Month next after her Deceaſe, and to ſurvive in caſe any one or more of ſuch Daughter or Daughter ſhall happen to die under Age and unmarried; and in caſe all the ſaid Daughters ſhall happen to die under Age and unmarried, then unto ſuch other Perſon or Perſons, and in ſuch Parts and Proportions, Manner and Form as ſhe the ſaid *Anne Aſh*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any ſuch Writing or Writings, or laſt Will and Teſtament in Writing, executed and atteſted reſpectively as aforeſaid, ſhall from time to time direct, limit, give or appoint the ſame; and in default thereof, then to the Executors or Adminiſtrators of the ſaid *Anne Aſh*. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and the ſaid *Guy Gale* doth hereby further conſent, declare and agree, that ſhe the ſaid *Anne Aſh* alone ſhall and may have the ſole Guardianſhip, Tuition and Cuſtody of her ſaid three Daughters, during their reſpective Minorities, notwithſtanding her Coverture, and without his the ſaid *Guy Gale* interpoſing or meddling therewith; and that ſhe the ſaid *Anne Aſh* ſhall or may, notwithſtanding her Coverture, by her laſt Will and Teſtament, in Writing, or other Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed, publiſhed and atteſted as aforeſaid, nominate or appoint any Perſon or Perſons whom ſhe ſhall think fit, to be Guardian or Guardians of her ſaid three Daughters, every or any of them after her Death. And the ſaid *Guy Gale* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Ezra Ent* and *Felix Faunt*, their Executors and Adminiſtrators, that he the ſaid *Guy Gale* ſhall not nor will at any Time hereafter obſtruct or hinder the ſaid *Anne Aſh* his intended Wife in making any ſuch Diſpoſition, Direction, Limitation or Appointment as aforeſaid, or in getting in the Eſtate and Effects of her ſaid late Huſband, or in the Diſtribution thereof, according to Law, but that he, his Heirs, Executors and Adminiſtrators, ſhall and will at any Time or Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *Ezra Ent* and *Felix Faunt*, their Executors or Adminiſtrators, or any of them, make, do and execute any further and other lawful and reaſonable Act, Deed or Thing, Acts, Deeds or Things as well for the better enabling her thereunto, as for the better eſtabliſhing and confirming theſe Preſents, and the ſeveral Truſts, Agreements, Matters and Things herein contained. And it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Ezra Ent* and *Felix Faunt*, their Executors, Adminiſtrators and Aſſigns in the firſt place, by and out of the ſaid Truſt Eſtate and Premiſſes, to deduct and reimburſe him and themſelves all ſuch Loſs, Coſts, Charges, Damages and Expences as they, or any of them ſhall ſuſtain, expend, or be put unto, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto; and that neither of the ſaid Truſtees ſhall be anſwerable for the other of them, but for himſelf only, and for his own Acts, Deeds and Receipts only. In witneſs, *&c.*

and Survivorſhip in what Caſe,

in what Caſe Power to appoint to others.

Clauſe as to Guardianſhip of the Daughters.

And that the intended Huſband will not obſtruct ſuch Appointments,

and that he will make further Aſſurances,

The Truſtees to reimburſe themſelves all Charges, *&c.*

and not to anſwer for each other.

N° 6. *A Demiſe by Huſband and Wife of Lands for a long Term, in Truſt for themſelves; and a Covenant to levy Fines of Freeholds and Lands in Ancient Demeſne, to make good the Term.*

THIS Indenture, made the twentieth Day of *April Anno Domini* 1728, and in the firſt Year of the Reign, *&c.* between *Auſtin Archer* of the City of *London*, Eſq; and *Bona Archer* his Wife, ſole Daughter and Heir of *Clement Coe*, late of *Dotten* in the County of *Derby*, Eſq; deceaſed, by *Eve* his Wife, of the one Part, and *Francis Flint* of *Gand* in the Pariſh of *Garnes* in the County of *Huntingdon*, Gent. of the other Part, witneſſeth, That for and in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to the ſaid *Auſtin Archer* and *Bona* his Wife in Hand paid by the ſaid *Francis Flint*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations them the ſaid *Auſtin Archer* and

The Parties.

Huſband and Wife.

Bona his Wife thereunto eſpecially moving, they the ſaid *Auſtin Archer* and *Bona* his Wife have, and each of them hath granted, bargained, ſold and demiſed, and by theſe Preſents do, and each of them doth grant, bargain, ſell and demiſe unto the ſaid *Francis Flint*, his Executors, Adminiſtrators and Aſſigns, all that capital Meſſuage or Manſion-Houſe at *Dotten* aforeſaid, in the Pariſh of *Isford* in the ſaid County of *Derby*, and all Houſes, Out-Houſes, Edifices, Buildings, Yards, Gardens, Orchards, Courts, Backſides, Cloſes, Lands and Hereditaments to the ſame capital Meſſuage or Manſion-Houſe belonging or appertaining, or therewith uſed or enjoyed; and alſo all thoſe ſeveral Meſſuages, Farms, Lands, Tenements, Fiſhings and Hereditaments, ſituate, lying and being in the ſaid Pariſh of *Isford*, and in the Pariſh of *Keadby*, or one of them, in the ſaid County of *Derby*, and now or late in the ſeveral Tenures, Poſſeſſions or Occupations of *Luke Lane*, *Mark Miles*, *Nahum Norris*, *Owen Oſborne*, *Peter Peg*, or ſome or one of them, or of ſome other Perſon or Perſons as Tenant or Tenants to the ſaid *Auſtin Archer* and *Bona* his Wife, or one of them, with their Appurtenances; and alſo all thoſe the Lordſhips and Manors, or reputed Lordſhips and Manors, and Farms of *Quancy*, *Rowdell* and *Samford*, with their reſpective Rights, Royalties, Members and Appurtenances, in the County of *T.* and all Meſſuages, Farms, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Waſtes, Marſhes, Furzes, Heaths, Franchiſes, Liberties, Free Fiſhings, Free Warrens, Privileges, Juriſdictions, Courts Leet, Views of Frank Pledge, Waifs, Eſtrays, Goods and Chattels of Felons and Fugitives, Felons of themſelves, and Perſons put in Exigent, Deodands, Reliefs, Eſcheats, Heriots, Fines, Amerciaments, Rents, Reverſions, Services, Advantages, Emoluments and Hereditaments whatſoever, to the ſame Lordſhips and Manors, or reputed Lordſhips and Manors, Farms, Hereditaments and Premiſſes, or any of them belonging or appertaining, or with them or any of them uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them or any of them; and all other the Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments whatſoever of them the ſaid *Auſtin Archer* and *Bona* his Wife, or either of them, in the ſaid County of *T.* with their Appurtenances; and alſo all the ſeveral Meſſuages, Farms, Lands, Tenements, Meadows, Paſtures and Hereditaments, with their and every of their Appurtenances, ſituate, lying or being in *Uxenden* and *Wadenden*, or one of them, in the County of *X.* and now or late in the ſeveral Tenures or Occupations of *William Yard* and *Zara Zouch*, or one of them, their or one of their Aſſigns, Leſſees or Under-tenants, or ſome other Perſon or Perſons, as Tenant or Tenants to the ſaid *Auſtin Archer* and *Bona* his Wife, or one of them; and alſo all thoſe ſeveral Meſſuages, Farms, Lands, Tenements, Meadows, Paſtures and Hereditaments, with their and every of their Appurtenances, ſituate, lying or being in the Pariſh of *Amton* in the County of *York*, and now or late in the ſeveral Tenures, Poſſeſſions or Occupations, of *Barnaby Bolt* and *Cyril Carr*, or one of them, their or one of their Aſſigns, Leſſees or Under-tenants, or of ſome other Perſon or Perſons, as Tenant or Tenants to the ſaid *Auſtin Archer* and *Bona* his Wife, or one of them; and alſo all thoſe three ſeveral Meſſuages or Tenements, with their Appurtenances, ſituate, ſtanding or being in or near *Dryhill* in the Pariſh of Saint *Edmund* in the City of *London*, now or late in the ſeveral Tenures, Poſſeſſions or Occupations of *Francis Fell* and *Gregory Gill*, or one of them, their or one of their Aſſigns, Leſſees or Under-tenants; and alſo all thoſe four ſeveral Meſſuages or Tenements with their Appurtenances, ſituate, ſtanding or being at or near *Cheapſide* in the Pariſh of St. *Mary le Bow*, in the ſaid City of *London*, and now or late in the ſeveral Tenures, Poſſeſſions or Occupations of *Kenelm Kent* and *Lionel Lucy*, or one of them, their or one of their Aſſigns, Leſſees or Under-tenants; and alſo all the Fee-Farm Rents, and other Rents of them the ſaid *Auſtin Archer* and *Bona* his Wife, or either of them, whether in Poſſeſſion or Reverſion, charged or chargeable upon, or iſſuing or payable out of ſeveral Manors, Meſſuages, Lands and Hereditaments in the County of *Middleſex*; and alſo all and every the Meſſuages, Lands, Tenements and Hereditaments whatſoever, of them the ſaid *Auſtin Archer* and *Bona* his Wife, or either of them, in the ſame County, with their Appurtenances; and alſo all other the freehold Manors, Meſſuages, Farms, Lands, Tenements, Rents and Hereditaments whatſoever, late of the ſaid *Clement Coe*, and now

Bargain, Demiſe, &c.

The Parcels.

Manors, &c.

General Words.

Other Parcels.

General Words.

of

of the ſaid *Auſtin Archer* and *Bona* his Wife, or either of them, or whereof or wherein they or either of them, or any Perſon or Perſons in Truſt for them, or either of them, is or are ſeiſed of any Eſtate of Freehold or Inheritance of Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying, being, ariſing, happening or renewing within the ſaid ſeveral Counties of *Derby*, *T. X. York* and *Middleſex*, and the ſaid City of *London*, and every or any of them, with their and every of their Rights, Royalties, Members and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; to have and to hold all and every the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, with their and every of their Appurtenances, unto the ſaid *Francis Flint*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *Michael* the Archangel laſt paſt before the Date hereof, for and during the Term of two hundred Years from thence next enſuing, and fully to be compleat and ended, if they the ſaid *Auſtin Archer* and *Bona* his Wife, or either of them ſhall ſo long live; yielding and paying therefore yearly during the ſaid Term (determinable as aforeſaid) unto the ſaid *Auſtin Archer* and *Bona* his Wife and her Heirs, one Pepper Corn at the Feaſt of the Birth of our Lord Chriſt in every Year (if the ſame ſhall be demanded). And for the eſtabliſhing and rendering more effectual theſe Preſents, and the Grant and Demiſe hereby made or mentioned to be made, the ſaid *Auſtin Archer* and *Bona* his Wife do hereby for themſelves, their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Francis Flint*, his Executors and Adminiſtrators, that they the ſaid *Auſtin Archer* and *Bona* his Wife ſhall and will before the End of *Michaelmas* Term next enſuing the Date of theſe Preſents, at the Coſts and Charges of the ſaid *Auſtin Archer*, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* ſeveral Fines *ſur conceſſerunt*, with Proclamations according to the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Francis Flint*, of all the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in the ſaid ſeveral Counties of *T. X*, *York* and *Middleſex*, and in the ſaid City of *London*, with their Appurtenances, and of ſo much and ſuch Part and Parts of the ſaid capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *Derby*, as are Frank Fee and not antient Demeſne, with their Appurtenances. And likewiſe that they the ſaid *Auſtin Archer* and *Bona* his Wife, ſhall and will before the twenty-ſixth Day of *October* next enſuing the Date hereof, or ſo ſoon after as may be, at the like Coſts and Charges of the ſaid *Auſtin Archer*, acknowledge and levy in the Court or Courts of the Lord or Lords of the Manor or Manors whereof the Meſſuages, Lands, Tenements and Hereditaments next herein after mentioned are held in Antient Demeſne, according to the Cuſtom or Cuſtoms of the ſaid Manor or Manors, one or more Fine or Fines, in nature of a Fine or Fines *ſur conceſſerunt* at Common Law, unto the ſaid *Clement Coe*, of ſo much and ſuch Part and Parts of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in the ſaid County of *Derby* as are Antient Demeſne, and not Frank Fee, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame Manors, Meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes, as ſhall be thought meet; To have and to hold all and every the aforeſaid Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, in all the ſaid ſeveral Fines to be reſpectively comprized, with their reſpective Appurtenances, unto the ſaid *Francis Flint*, his Executors, Adminiſtrators and Aſſigns, from the ſaid Feaſt of St. *Michael* the Archangel laſt paſt before the Date hereof, for and during the ſaid Term of two hundred Years (determinable as aforeſaid) yielding and paying therefore Yearly during the ſaid Term (determinable as aforeſaid) the ſaid Rent of one Pepper Corn at the Feaſt Day, and in Manner aforeſaid (if the ſame ſhall be demanded). And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that the Grant and Demiſe hereby made, or mentioned to be made as aforeſaid, is and was ſo made, and the ſaid ſeveral Fines ſo covenanted to be levied as aforeſaid, are to be and ſhall be and enure, and the ſaid *Francis Flint*, his Executors, Adminiſtrators and Aſſigns, ſhall from henceforth ſtand and be poſſeſſed of all and every the

Habendum for a long Term.

Reddendum a Pepper Corn.

The Huſband and Wife, to make this effectual, covenant to levy a Fine *ſur conceſſerunt*.

and to levy Fines in Courts of Antient Demeſne.

Habendum to the Grantee, &c.

in Truſt for the Huſband for Life, then in Truſt for the Wife for Life.

aforeſaid Premiſſes, and of every Part thereof, upon the Truſts herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, in Truſt for the ſaid *Auſtin Archer* and his Aſſigns, for and during ſo much and ſo long Time of the ſaid Term of two hundred Years as he ſhall live, and from and after his Deceaſe, then in Truſt for the ſaid *Bona* his Wife and her Aſſigns, for and during ſo much and ſo long Time of the ſame Term as ſhe ſhall live; and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. In witneſs, *&c.*

A Bargain and Demiſe by Father and Son for a long Term, determinable on the Death of the Survivor, to a Truſtee, in Truſt to permit them ſucceſſively to take the Profits. N° 7.

THIS Indenture, made the third Day of *March Anno Domini* 1728, and in the ſecond Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King, *&c.* between *Arthur Aſh* ſenior, of *Ablon* in the Pariſh of *Byfield* in the County of *Bedford*, Eſq; and *Arthur Aſh* junior, Clerk, Rector of St. *Bridget*, *London*, eldeſt Son of the ſaid *Arthur Aſh* ſenior, of the one Part, and *Caleb Church* of the *Inner Temple London*, Eſq; of the other Part, witneſſeth, That for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Arthur Aſh* ſenior and *Arthur Aſh* junior, in hand paid by the ſaid *Caleb Church*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good and valuable Cauſes and Conſiderations them the ſaid *Arthur Aſh* ſenior and *Arthur Aſh* junior thereunto moving, they the ſaid *Arthur Aſh* ſenior and *Arthur Aſh* junior have, and each of them hath granted, bargained, ſold and demiſed, and by theſe Preſents do, and each of them doth grant, bargain, ſell and demiſe unto the ſaid *Caleb Church*, his Executors, Adminiſtrators and Aſſigns, all that principal Manſion-Houſe or Meſſuage called *Ablon*, with the Malt-Houſe, Dove-Houſe, Barns, Stables, Podder-Houſes, Yards, Orchards, Gardens and Backſides thereunto belonging, or therewith uſed and enjoyed, with their and every of their Appurtenances, ſituate, lying and being in the ſaid Pariſh of *Byfield* in the ſaid County of *Bedford*, now in the Tenure or Occupation of the ſaid *Arthur Aſh* ſenior, his Leſſees or Under-tenants; and alſo all that Meſſuage or Farm-Houſe, with the Barn, Stable, Podder-Houſe, Out-Houſes, Buildings, Yards, Orchards and Gardens thereunto belonging, or to or with the ſame uſually letten or enjoyed, with the Appurtenances, ſituate, lying and being in the ſaid Pariſh of *Byfield*, heretofore in the Tenure or Occupation of one *Edward Eades* or his Aſſigns, and now or late in the Tenure or Occupation of *Francis Fitch* or his Aſſigns; and alſo all the Lands, Arable, Paſture, Meadow, Marſh and Brook to the ſaid principal Meſſuage and Farm-Houſe, or either of them, belonging or appertaining, or to or with the ſame, or either of them, now, or at any Time heretofore held, uſed, occupied or enjoyed, containing together in the Whole by Eſtimation two hundred Acres, be the ſame more or leſs, with their and every of their Appurtenances, lying and being in the ſaid Pariſh of *Byfield* and in the Pariſh of *Gunden* in the ſaid County of *Bedford*, or in one of them, and now or late in the Tenure or Occupation of the ſaid *Francis Fitch*, or one of them, their or one of their Leſſees or Under-tenants, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, with their and every of their Appurtenances, unto the ſaid *Caleb Church*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing and fully to be compleat and ended, if they the ſaid *Arthur Aſh* ſenior and *Arthur Aſh* junior, or either of them ſhall ſo long live, without Impeachment of or for any manner of Waſte, in Truſt nevertheleſs to permit and ſuffer the ſaid *Arthur Aſh* ſenior, and his Aſſigns, for and during ſo many Years, and ſo long of the ſaid Term of ninety-nine Years determinable as aforeſaid as he ſhall live, to receive and take the Rents, Iſſues and Profits of all and every the ſaid

The Parties.

The Conſideration.

The Demiſe, *&c.*

The Parcels.

General Words.

Habendum for a long Term if either of the Grantors ſo long live;

ſans Waſte, in Truſt to permit them ſucceſſively to take the Profits.

Meſſuages or Tenements, Hereditaments and Premiſſes, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then in Truſt to permit and ſuffer the ſaid *Arthur Aſh* junior, and his Aſſigns, for and during the then Reſidue and Remainder of the ſaid Term of ninety-nine Years determinable as aforeſaid, to receive and take the Rents, Iſſues and Profits of the ſaid Meſſuages, Hereditaments and Premiſſes, to and for his and their Uſe and Benefit, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. In witneſs, *&c.*

See **Covenants**, 9. **Leaſes.**

Exchanges.

N° 1. *Releaſe by a Huſband of his Wife's Jointure by a former Huſband, to her ſeparate Uſe, and to be ſubject to her Debts. Huſband and Wife agree to levy a Fine* ſur conceſſerunt *to his Truſtees of her Jointure on the preſent Huſband's Eſtate, to Truſtees for him. The Fine to be in a County Palatine. Other Matter as in the Margin.*

The Parties.

THIS Indenture tripartite, made the fourth Day of *April Anno Domini* 1727, and in the thirteenth Year of the Reign of our Sovereign Lord *George* the Firſt, *&c.* between Sir *Arthur Allen* of *Bruton* in the County of *Lancaſter*, Baronet, and Dame *Diana* his Wife, late Wife of *Edward Dunch* of, *&c.* of the firſt Part, Sir *Francis Foſter* of *Gibland* in the County of *Hereford*, Baronet, and *John Jell* of *London*, Eſq; of the ſecond Part, and *Kenrick Kelly* of *Lens* in the ſaid County of *Lancaſter*, Gent. and *Martin Moor* of *Newd* in the ſaid County of *Lancaſter*, Gent. of the third Part. Whereas the ſaid Sir *Arthur Allen*, by Virtue of his Intermarriage with the ſaid Dame *Diana Allen*, became and is intitled during the Coverture between them to the Manor of *Olden* in the County of *Pembroke*, and the ſeveral Meſſuages, Lands and Hereditaments in the Pariſh of *Olden* in the ſame County, which are herein after mentioned to be hereby granted and releaſed, being Part of the Jointure Eſtate of her the ſaid Dame *Diana Allen* which was ſettled upon her by the ſaid *Edward Dunch*, by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the ſecond and third Days of *Sept.* 1699, and made previous and in order to the Marriage of him the ſaid *Edward Dunch* with the ſaid Dame *Diana Allen*. And whereas by Virtue of Agreements in Writing made and entred into by and between the ſaid Sir *Arthur Allen* and Dame *Diana* his Wife, previous and in order to their Intermarriage or otherwiſe, all the Reſt and Reſidue of the Jointure and other real Eſtate of her the ſaid Dame *Diana Allen*, (over and beſides the ſaid Manor and Premiſſes in *Olden* aforeſaid) and all her perſonal Eſtate of what Kind or Nature ſoever to which ſhe was intitled, upon or before her Marriage with the ſaid Sir *Arthur Allen*, or to which ſhe ſhould or might be intitled by any Ways or Means whatſoever during the Coverture between them, were agreed to be and remain at the ſole and ſeparate Diſpoſal of her the ſaid Dame *Diana Allen*, and to and for her own ſole and ſeparate Uſe, notwithſtanding her Coverture. And by Agreement between the ſaid Sir *Arthur Allen* and Dame *Diana Allen* the ſame are yet ſo to remain and continue, according to the Purport, true Intent and Meaning of the ſaid Agreement ſo made and entered into as aforeſaid, ſubject nevertheleſs to the Debts, Engagements and Sums of Money which ſhe the ſaid Dame *Diana Allen* hath contracted, entered into or oweth, or during the Coverture between her and the ſaid Sir *Arthur Allen* ſhall contract, enter into or owe, in manner herein after mentioned. And whereas by Indentures of Leaſe and Releaſe bearing Date reſpectively on or about the tenth and eleventh Days of *April* 1722, the Releaſe being quadrupartite, and

Recital that the Huſband is (during the Coverture) intitled to certain Jointure-Lands, *&c.* of the Wife.

Recital of an Agreement before Marriage, by which her other Jointure-Lands, real and perſonal Eſtates were to be at her ſeparate Diſpoſal, ſubject to her Debts, *&c.*

A Settlement before the Marriage recited,

and made or mentioned to be made between the ſaid Sir *Arthur Allen* and the honourable Dame *Rachel Allen* his Mother of the firſt Part, *Stephen Strut*, Eſq; and *Thomas Tall*, Gentleman, of the ſecond Part, *Vincent Viner*, Eſq; Sir *Walter Wayne* of the City of *London*, Baronet, *Xerxes Xoll*, Eſq; and the ſaid *Kenrick Kelly*, of the third Part, and the ſaid Dame *Diana Allen* of the fourth Part, made previous and in order to the Marriage of the ſaid Sir *Arthur Allen* with the ſaid Dame *Diana* his now Wife, the Manor-Houſe and Demeſne Lands of *Newd* in the ſaid County of *Lancaſter*, the Houſe, Rents and Boons in the Townſhip of *Newd* in the ſame County, the chief Rents of the Manor of *Newd*, with the Appurtenances, the free Fiſhing in *Yeo* in *Newd* aforeſaid, the Houſe, Rents and Boons of the Townſhip of *Bruton*, the Houſe, Rents and Boons in the Townſhip of *Zell*, the Houſe, Rents and Boons in the Townſhip of *Aſhfield*, the Tithe-Corn ariſing out of the Townſhip of *Bidford*, the Farm called *Conhall* Demeſne, *Drant* Mill, with the Appurtenances, a Yearly Rent-Charge of 10*l.* ariſing out of *Etten* Tithes, and the Tithe Hay and Corn within the Borough and Pariſh of *Lens* (except the Tithe of *Fotton*) all lying, being, ariſing or renewing within the ſaid County of *Lancaſter*, and amounting in the Whole to the Yearly Value of 810*l.* or thereabouts, are and ſtand limited (from and after the Deceaſe of the ſaid Sir *Arthur Allen*) to the Uſe of the ſaid Dame *Diana Allen* and her Aſſigns, for the Term of her natural Life for her Jointure, and in Bar of her Dower and Thirds out of the real Eſtate of the ſaid Sir *Arthur Allen*, and by the ſaid laſt mentioned Indenture of Releaſe, the ſaid Premiſſes thereby limited to the ſaid Dame *Diana Allen* for her Life, together with all other the Manors, Lands and Hereditaments of the ſaid Sir *Arthur Allen* in the ſaid County of *Lancaſter*, and in and by the ſame Indenture conveyed, or mentioned to be conveyed, are and ſtand limited (from and after the ſeveral Deceaſes of the ſaid Dame *Rachael Allen*, Sir *Arthur Allen*, and Dame *Diana Allen*, and as their ſeveral and reſpective Eſtates for Life therein ſhould ſeverally and reſpectively ceaſe and determine) To the Uſe of the ſaid *Vincent Viner*, Sir *Walter Wayne*, *Xerxes Xoll*, and *Kenrick Kelly*, their Executors, Adminiſtrators and Aſſigns, for the Term of one thouſand Years, without Impeachment of Waſte, upon divers Truſts therein mentioned and expreſſed; and in particular upon Truſt, that in caſe the ſaid Dame *Diana Allen* ſhould happen to ſurvive the ſaid Sir *Arthur Allen*, then the ſaid Truſtees for the ſaid Term of one thouſand Years ſhould by the Ways and Means therein in that Behalf mentioned, raiſe and levy ſuch Sum and Sums of Money, not exceeding in the Whole the Sum of 400*l.* and pay the ſame to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and at ſuch Time or Times, and in ſuch Manner as the ſaid Dame *Diana Allen* ſhould by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or Writing purporting her laſt Will, to be duly executed in the Preſence of three or more credible Witneſſes, direct or appoint; as by the ſaid laſt recited Indentures of Leaſe and Releaſe, Relation being thereunto reſpectively had, may (among other Things) more fully and at large appear. And whereas it hath been mutually concluded and agreed between the ſaid Sir *Arthur Allen* and Dame *Diana* his Wife, in Manner following; (that is to ſay) That he the ſaid Sir *Arthur Allen* ſhould and would, for the Conſideration hereafter mentioned, quit, relinquiſh and yield up all his Right, Title, Eſtate and Intereſt, of, in and to the ſaid Manor of *Olden*, and other the ſaid Jointure-Eſtate of the ſaid Dame *Diana Allen* in *Olden* aforeſaid, and of, in and to all Rents and Arrears of Rent, and all other Profits, Benefit or Advantage received, or to be received forth out of the ſame, every or any Part thereof, ſince his Intermarriage with the ſaid Dame *Diana Allen*, and during the Coverture between them, upon any Account whatſoever, and ſhould and would convey and aſſure the ſame Manor and Premiſſes, unto and to the Uſe of the ſaid Sir *Francis Foſter* and *John Jell*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, in Truſt for the ſole and ſeparate Uſe and Benefit of her the ſaid Dame *Diana Allen*, in manner herein after mentioned; and that ſhe the ſaid Dame *Diana Allen* ſhould and would in conſideration thereof pay unto the ſaid Sir *Arthur Allen* by and out of her ſeparate Eſtate the Sum of 1600*l.* of lawful Money of *Great Britain*, and likewiſe ſhould and would quit, relinquiſh, extinguiſh and deſtroy her ſaid Jointure and Eſtate of and in the Premiſſes in the ſaid

whereby certain Lands, &c. are ſettled for her Jointure,

in Bar of Dower,

Remainder to Truſtees for a long Term,

upon Truſt (ſhe ſurviving) to raiſe and pay a certain Sum as ſhe ſhould appoint.

Recital of an Agreement between Huſband and Wife that he ſhall relinquiſh her Jointure-Eſtate,

and convey the ſame to Truſtees for her ſeparate Uſe,

and that ſhe ſhall out of her ſeparate Eſtate pay him a certain Sum of Money, and extinguiſh her Jointure on his Eſtate,

ſaid County of *Lancaſter*, and all her Right and Title of, in and to the ſaid Sum of 400*l.* provided to be raiſed for her or for her Benefit, upon the Contingency aforeſaid, by and out of the Eſtate of the ſaid Sir *Arthur Allen* in the ſame County, and all other her Eſtate, Right, Title, Poſſibility, Expectancy, Claim and Demand whatſoever, of, in and to the ſaid real Eſtate of the ſaid Sir *Arthur Allen*, by Virtue of the ſaid Indentures of Leaſe and Releaſe of the tenth and eleventh of *April* 1722, or either of them, or otherwiſe howſoever; and likewiſe, that all and every the Debts, Engagements and Sums of Money which ſhe the ſaid Dame *Diana Allen* hath contracted, entered into or oweth, or during the Coverture between her and the ſaid Sir *Arthur Allen*, ſhall contract, enter into, or owe to any Perſon or Perſons on her own Account, ſhall be wholly charged and chargeable upon, and paid and payable forth and out of her own ſeparate Eſtate only, and no Part thereof by the ſaid Sir *Arthur Allen*, or out of his Eſtate. Now this Indenture witneſſeth, That in purſuance of the ſaid recited Agreements on the Part of the ſaid Sir *Arthur Allen* to be done and performed, and for and in conſideration of the Sum of 1600*l.* of lawful Money of *Great Britain* to him in hand well and truly paid by the ſaid Dame *Diana Allen* by and out of her own ſeparate Eſtate, at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment of which ſaid Sum of 1600*l.* accordingly he the ſaid Sir *Arthur Allen* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid Dame *Diana Allen*, her Heirs, Executors and Adminiſtrators, and every of them for ever by theſe Preſents. And in conſideration of the Agreements, Matters and Things herein after contained on the Part of the ſaid Dame *Diana Allen* to be done and performed; and for 5*s.* of like Money to the ſaid Sir *Arthur Allen* in hand paid by the ſaid Sir *Francis Foſter* and *John Jell*, at or before the Enſealing and Delivery hereof, the Receipt whereof is hereby acknowledged, he the ſaid Sir *Arthur Allen*, at the Requeſt, and with the Privity and Conſent, and at the Nomination of the ſaid Dame *Diana Allen*, teſtified by her being a Party to, and her Sealing and Delivery of theſe Preſents, hath granted, bargained, ſold, aliened, aſſigned, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, aſſign, releaſe and confirm unto the ſaid Sir *Francis Foſter* and *John Jell*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *Olden*, with the Rights, Royalties, Members and Appurtenances thereof, in the ſaid County of *Pembroke*; and all that the Advowſon, free Diſpoſition, and Right of Patronage and Preſentation of, in, and to the Church of *Olden* aforeſaid; and all that capital Meſſuage or Manor-Houſe of *Olden* aforeſaid, with the Buildings, Dove-Cotes, Yards, Gardens, Orchards, Fiſh-Ponds, and other Appurtenances thereunto belonging or appertaining, or therewith uſed and enjoyed; and alſo all Meſſuages, Houſes, Buildings, Gardens, Orchards, Cloſes, Fields, Lands, Meadows, Paſtures, Leaſowes, Commons, Common of Paſture, Waſtes, waſte Grounds, and all other Rights, Royalties, Privileges, Hereditaments and Appurtenances whatſoever to the ſame Manor, capital Meſſuage, Advowſon and Premiſſes, every or any of them belonging or appertaining, or with them or any of them uſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them, or any of them; and alſo all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever, ſituate, lying or being within the Town, Fields, Hamlets, Pariſh, Precincts or Territories of *Olden* aforeſaid in the ſaid County of *Pembroke*, or in any Pariſh or Place thereunto near or adjoining, which are now in Jointure, or any ways belonging to the ſaid Dame *Diana Allen* by Virtue of or under the aforeſaid Indentures bearing Date on or about the ſaid ſecond and third of *September* 1699, as aforeſaid, or either of them, or otherwiſe, and to which the ſaid Sir *Arthur Allen* is or ought to be intitled, or wherein he hath or ought to have any Eſtate or Intereſt by Virtue of his ſaid Intermarriage with the ſaid Dame *Diana* his now Wife, or otherwiſe howſoever, with their and every of their Appurtenances; all which ſaid Manor, capital Meſſuage, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned, or intended to be hereby releaſed, are now in the actual Poſſeſſion of the ſaid Sir *Francis Foſter* and *John Jell*, by Virtue of a Bargain and Sale to them thereof made by the ſaid Sir *Arthur Allen* for the Term of one whole Year in conſideration of 5*s.* to him paid by the ſaid Sir *Francis Foſter* and

and ſhall pay her own Debts, &c.

The Conſideration.

The Huſband (by Appointment of the Wife) grants Releaſes, &c. to Truſtees, her Jointure-Lands, &c. to which he was intitled.

General Words.

Bargain, &c. for a Year mentioned.

John Jell, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every Part and Parcel thereof; and alſo all Rents and Arrears of Rent, and all other Profit, Benefit and Advantage whatſoever, which the ſaid Dame *Diana Allen*, or any other Perſon or Perſons to her Uſe, or in Truſt for her, have or hath received, or made forth or out of the ſaid hereby releaſed Premiſſes, or any Part thereof, at any Time or Times ſince the ſaid Intermarriage of the ſaid Sir *Arthur Allen* with her the ſaid Dame *Diana Allen*, or which now are in Arrear, or which at any Time hereafter during the Coverture between them ſhall be in Arrear, or grow due or payable forth or out of the ſame Premiſſes, or any Part thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid Sir *Arthur Allen*, of, in, to or out of the ſaid hereby releaſed and aſſigned Premiſſes reſpectively, every or any Part thereof, by virtue of his ſaid Intermarriage with the ſaid Dame *Diana Allen* his now Wife, or otherwiſe howſoever; To have and to hold the ſaid Manor, Advowſon, capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments, Rents, Arrears of Rent, and all and ſingular other the Premiſſes herein before releaſed and aſſigned, or mentioned or intended ſo to be, with their Appurtenances, and all the Benefit and Advantage thereof, unto and to the Uſe of the ſaid Sir *Francis Foſter* and *John Jell*, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, for and during the Joint-Lives of them the ſaid Sir *Arthur Allen* and Dame *Diana* his Wife, and for and during all ſuch other Eſtate and Intereſt, Eſtates and Intereſts, as he the ſaid Sir *Arthur Allen* hath, or might have had therein, or in any Part thereof, by virtue of his ſaid Marriage with the ſaid Dame *Diana* his Wife or otherwiſe, if theſe Preſents had never been made; in Truſt nevertheleſs for the ſole and ſeparate Uſe and Benefit of her the ſaid Dame *Diana Allen*, without any Account to be rendered or given for the ſame, or any Part thereof, to the ſaid Sir *Arthur Allen*, his Heirs, Executors or Adminiſtrators; and in Truſt to permit her the ſaid Dame *Diana Allen*, notwithſtanding her Coverture, to let, ſet, manage and diſpoſe of the ſaid Manor, capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes in or near *Olden* aforeſaid, every or any Part thereof, at her Free-will and Pleaſure, and to receive and take the Rents and Profits thereof, and of every Part thereof, and all Arrears thereof, to and for her own ſole and ſeparate Uſe and Benefit; whoſe Receipts alone under her Hand, notwithſtanding her Coverture, ſhall from Time to Time be good and ſufficient Diſcharges for the ſame, without the ſaid Sir *Arthur Allen*, or his intermeddling therewith or interpoſing therein, and the ſame ſhall not be in any wiſe ſubject to the Controul, Debts or Engagements of the ſaid Sir *Arthur Allen*. And the ſaid Sir *Arthur Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid Sir *Francis Foſter* and *John Jell*, their Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, That he the ſaid Sir *Arthur Allen* hath not at any time heretofore done, committted, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by means whereof the Premiſſes herein before releaſed and aſſigned, or mentioned or intended ſo to be, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate, or otherwiſe howſoever. And further, that he the ſaid Sir *Arthur Allen*, his Heirs, Executors and Adminiſtrators, and all others lawfully claiming or to claim, from, by or under, or in Truſt for him, them, or any of them, ſhall and will at any Time or Times hereafter, at the Requeſt of the ſaid Sir *Francis Foſter* and *John Jell*, or the Survivor of them, his Heirs, Executors, Adminiſtrators or Aſſigns, but at the Coſts and Charges of the ſaid Dame *Diana Allen*, her Heirs, Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, execute and ſuffer, or cauſe or procure to be made, done, acknowledged, levied, executed and ſuffered, all and every, or any ſuch further or other lawful and reaſonable Acts, Deeds, Devices, Conveyances and Aſſurances in the Law whatſoever, as well for the further and better releaſing, aſſigning and aſſuring the ſaid herein before releaſed and aſſigned Premiſſes, every or any Part thereof, unto and to the Uſe of the ſaid Sir *Francis Foſter* and *John Jell*, their Heirs, Executors,

General Words, and Arrears of Rents, &c.

Habendum to the Truſtees, &c.

In Truſt for her ſeparate Uſe,

and to permit her to let, &c.

Her Receipts to be ſufficient.

The Huſband covenants that he hath not done any Thing to incumber, &c.

and to make further Aſſurances,

and the better to enable the Wife, &c.

Adminiſtrators and Aſſigns reſpectively, in Truſt as aforeſaid; as alſo for the further and better enabling and impowering her the ſaid Dame *Diana Allen* to manage and diſpoſe of the ſame Premiſſes, every or any Part thereof, to her own ſole and ſeparate Uſe, in Manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents, as by the ſaid Sir *Francis Foſter* and *John Jell*, or the Survivor of them, his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required. And this Indenture further witneſſeth, That in further purſuance of the ſaid recited Agreements, and in conſideration of the Releaſe and Aſſignment herein before made, or mentioned to made by the ſaid Sir *Arthur Allen* as aforeſaid, and for barring, extinguiſhing and deſtroying the Jointure and Eſtate for Life of the ſaid Dame *Diana Allen*, of and in the ſaid Manor-Houſe, Meſſuages, Demeſne Lands, Lands, Tenements, Rents, Boons, Services, Tithes, Mills, Fiſheries, Hereditaments, and other the Premiſſes in the ſaid County of *Lancaſter*, which in and by the ſaid Indentures of Leaſe and Releaſe of the tenth and eleventh of *April* 1722 were limited, from and after the Deceaſe of the ſaid Sir *Arthur Allen*, to her the ſaid Dame *Diana Allen* for her Life as aforeſaid; and alſo for quitting, relinquiſhing, and deſtroying all the Right, Title and Intereſt of her the ſaid Dame *Diana Allen*, of, in and to the ſaid Sum of 400 *l.* in and by the ſaid laſt mentioned Indenture of Releaſe provided to be raiſed for her upon the Contingency aforeſaid, and all other her Eſtate, Right, Title, Poſſibility, Expectancy, Claim and Demand whatſoever, of, in, and to the real Eſtate of the ſaid Sir *Arthur Allen* in the ſaid County of *Lancaſter*, by virtue of the ſaid laſt mentioned Indentures of Leaſe and Releaſe, or either of them, or otherwiſe; it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the ſaid Sir *Arthur Allen* and Dame *Diana* his Wife do hereby for themſelves, their Heirs, Executors and Adminiſtrators, covenant and agree with the ſaid *Kenrick Kelly* and *Martin Moor*, their Heirs, Executors and Adminiſtrators, that they the ſaid Sir *Arthur Allen* and Dame *Diana* his Wife ſhall and will, at the Coſts and Charges of the ſaid Sir *Arthur Allen*, or his Heirs, at the next Aſſizes to be held for the County Palatine of *Lancaſter*, or ſo ſoon after as conveniently may be, acknowledge and levy before the Juſtices or other Perſons there for that Purpoſe legally authorized, one or more Fine or Fines *ſur conceſſerunt* with Proclamations, unto the ſaid *Kenrick Kelly* and *Martin Moor*, and the Heirs of the ſaid *Kenrick Kelly*, of all the ſaid Manors, Houſe, Demeſne Lands, Lands, Tenements, Rents, Boons, Services, Tithes, Mills, Fiſhery, Hereditaments, and other the Premiſſes which in and by the ſaid Indenture of Releaſe of the eleventh of *April* 1722 were limited, or mentioned to be limited from and after the Deceaſe of the ſaid Sir *Arthur Allen* to her the ſaid Dame *Diana Allen* for her Life, for her Jointure as aforeſaid, with their Appurtenances, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet; To have and to hold the ſame Manor-Houſe, Demeſne Lands, Lands, Tenements, Rents, Boons, Services, Tithes, Mills, Fiſhery, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Kenrick Kelly* and *Martin Moor*, and the Heirs of him the ſaid *Kenrick Kelly*, during the Lives of them the ſaid Sir *Arthur Allen* and Dame *Diana* his Wife, and the Life of the longer Liver of them; rendering therefore yearly to the ſaid Sir *Arthur Allen* and Dame *Diana* his Wife the yearly Rent of a Pepper-Corn at the Feaſt of Saint *Michael* the Archangel yearly during the aforeſaid Term, which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, ſuffered or executed, or hereafter to be had, made, levied, ſuffered or executed of the ſaid laſt mentioned Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the ſaid Parties to theſe Preſents to be and enure, and the Conuzee and Conuzees in the ſaid Fine or Fines named or to be named, and his and their Heirs ſhall ſtand and be ſeiſed of the Premiſſes in the ſame Fine

For barring the Wife's Jointure in her Huſband's Eſtate,

The Huſband and Wife agree and covenant to levy a Fine

ſur conceſſerunt to his Truſtees of the laſt mentioned Jointure-Lands.

Habendum to theſe Truſtees, &c.

The Uſe thereof declared.

or Fines to be comprized, and of every Part thereof, unto and for the only proper Uſe and Behalf of him the ſaid Sir *Arthur Allen*, and of his Heirs and Aſſigns, during the Term aforeſaid. And the ſaid Dame *Diana Allen*, for the Conſiderations aforeſaid, and in further purſuance of the ſaid recited Agreement, doth hereby direct, limit and appoint, that no Part of the ſaid Sum of 400 *l.* in and by the ſaid laſt mentioned Indenture of Releaſe provided to be raiſed for her upon the Contingency aforeſaid, ſhall be raiſed or levied for, or paid to her, her Executors, Adminiſtrators or Aſſigns; but that the ſame 400 *l.* and every Part thereof (in caſe the ſaid Dame *Diana Allen* ſhall ſurvive the ſaid Sir *Arthur Allen* her Huſband) ſhall immediately upon the Deceaſe of him the ſaid Sir *Arthur Allen* be raiſed and levied by the Ways and Means in the ſame Indenture in that Behalf directed and appointed, and ſhall be thereupon paid unto the Heirs or Aſſigns of him the ſaid Sir *Arthur Allen*, or as he or they ſhall give or appoint the ſame; and the ſaid Dame *Diana Allen* doth hereby accordingly direct, limit and appoint the ſame 400 *l.* and every Part thereof, and all the Benefit thereof, upon the Contingency aforeſaid, unto the Heirs and Aſſigns of him the ſaid Sir *Arthur Allen*, or as he or they ſhall give or appoint the ſame. And for the Conſiderations aforeſaid, and in further purſuance of the ſaid recited Agreements, ſhe the ſaid Dame *Diana Allen* doth hereby direct, limit, appoint and declare, that all and every the Debts, Engagements and Sums of Money which ſhe the ſaid Dame *Diana Allen* hath already contracted or entered into, or now oweth, or during the Coverture between her and the ſaid Sir *Arthur Allen* ſhall contract, enter into or owe to any Perſon or Perſons on her own Account, ſhall ſtand and be charged and chargeable upon, and paid and payable forth and out of her own ſeparate Eſtate only, and no Part thereof upon, forth or out of the Eſtate of him the ſaid Sir *Arthur Allen*. And further, that the ſeparate Eſtate of her the ſaid Dame *Diana Allen* both real and perſonal, ſhall in all Times coming ſtand and be charged and chargeable as a Security to ſave, keep harmleſs and indemnified him the ſaid Sir *Arthur Allen*, his Heirs, Executors, Adminiſtrators and Aſſigns, and his, their and every of their Lands and Tenements, Goods and Chattels, of, from and againſt all ſuch Debts, Engagements and Sums of Money of her the ſaid Dame *Diana Allen* as aforeſaid, and of, from and againſt all Suits, Loſs, Coſts, Charges, Damages and Expences which he, they or any of them, ſhall or may pay, bear, ſuſtain, expend or be put unto, for or by reaſon or means of the ſame Debts, Engagements and Sums of Money, every or any of them. And ſhe the ſaid Dame *Diana Allen* doth hereby charge and ſubject her ſaid ſeparate Eſtate to and with the Payment of the ſame Debts, Engagements and Sums of Money accordingly. In witneſs, *&c.*

to the Huſband and his Heirs, *&c.*

The Wife appoints that the above Money ſhall not be raiſed for her, but in caſe ſhe ſurvives, for his Heirs, *&c.*

The Wife appoints, *&c.* that her Debts, *&c.* ſhall be chargeable upon her ſeparate Eſtates only,

and that they ſhall be chargeable, to indemnify the Huſband,

and charges her Eſtates with the ſame.

A Deed of mutual Conveyances between two Parties. It recites that Diſputes had ariſen between them relating to Lands, Boundaries, &c. *and the Heads of an Agreement which they had drawn up and ſigned. The firſt Party aſſigns to the ſecond two Leaſehold Intereſts, and grants and releaſes a Right of Common, Rents, Heriots,* &c. *the ſecond Party releaſes to the firſt certain Lands. Other Matters as in the Margin.* N° 2.

THIS Indenture, made the twelfth Day of *February Anno Domini* 1723, and in the tenth Year of the Reign, *&c.* between *Abel Allen* of *Bitton* in the County of *Cardigan*, of the one Part, and *David Diggs* of *Enfield* in the ſaid County of *Cardigan*, Gent. of the other Part. Whereas divers Suits, Diſputes, Controverſies and Differences have happened and ariſen between the ſaid Parties to theſe Preſents touching and concerning the ſeveral Lands, Right of Common, Rents, Boundaries of Manors, Water, and other Things herein after particularly mentioned, and touching and concerning the Right and Title of the ſaid reſpective Parties, of, in, and to the ſame; for pacifying, compoſing and ending of all which Suits, Diſputes, Controverſies and Differences, they the ſaid Parties did on or about the fourth Day of *Auguſt* now laſt paſt draw up or frame two ſeveral Inſtruments in Writing of the ſame Tenor, Words or Form, entitled Heads of an Agreement between

The Parties.

A Recital of Diſputes between the Parties concerning Lands, *&c.*

and of a former Writing *in hæc verba* between them, for ending the Diſputes,

tween Mr. *Allen* and Mr. *Diggs*, which ſaid Heads of Agreement are expreſſed and contained in the Words following, *viz.* Mr. *Allen* to transfer all his Right and Title in the Tenement at *Fidham*, purchaſed by him of *George Gale* to Mr. *Diggs* and his Aſſigns, Mr. *Allen* to releaſe to Mr. *Diggs* and his Heirs all the Right, Intereſt or Claim of the ſaid Mr. *Allen*, or his Tenant or Tenants, of Liberty of Common to the *Hock* within the Manor of *Fidham*, Mr. *Allen* to aſſign to Mr. *Diggs*, or as he ſhall direct, the Leaſe of the Glebe Land within the Pariſh of *Itton* in the County of *Cardigan*, for the Term unexpired, which the ſaid Mr. *Allen* is entitled to, under and ſubject to the ſame Rents and Covenants as are to be performed on Mr. *Allen*'s Part, Mr. *Diggs* to convey to Mr. *Allen* and his Heirs the chief Rents and Heriots of and in the Vills of *Ketten*, *Luſan*, *Marran*, and *Luſan Ley*; the Boundaries of the Manors of the ſaid Mr. *Allen* and Mr. *Diggs* to be ſettled according to the ancient Surveys thereof. Mr. *Diggs* in conſideration of the Sum of 200*l.* to be to him paid on or before *Candlemas* next by the ſaid Mr. *Allen*, ſhall grant and convey to the ſaid Mr. *Allen* and his Heirs two Pieces of Land now incloſed on *Muttar's Mountain*, and in poſſeſſion of *Owen Oldys*, as Tenant to the ſaid Mr. *Diggs*, and containing about thirty Acres; alſo two other Parcels of Land lying incloſed on the Mountain, and contiguous to Land purchaſed by the ſaid Mr. *Allen* of Mr. *Paul Penn*, and to other Land purchaſed by him of one *Ralph Rich*; and Mr. *Allen* to be at liberty at any Time after *Michaelmas* next to incloſe the ſaid Land, making the ſaid *Oldys* ſuch Satisfaction for the ſame till *Lady Day* next, as two indifferent Perſons ſhall appoint; after ſuch Incloſure the Conveyances aforeſaid to be ſettled by Mr. *Horſeman*, at the mutual Expences of the ſaid Parties, and to be executed on or before *Candlemas* next; the Water from *Kennor* to be enjoyed in the ſame Manner as agreed on between Mr. *Thomas Tall* and Mr. *Viner*. And it is further agreed by and between the ſaid Parties, that whatever Lands are now in the Poſſeſſion of each of them within the Vills of *Marran*, *Wam*, *Ketten*, *Luſan* and *Luſan Leys*, ſhall be exempt from the Payment of any chief Rent and Heriot, and each Party do now and will for ever hereby acquit each other, their Heirs, *&c.* from the Demand of ſuch Payment; As by the ſaid recited Inſtrument or Heads of Agreement whereunto the ſaid Parties did interchangeably ſet their Hands the fourth of *October* now laſt paſt, Relation being thereunto had, may appear. And whereas the ſaid *Abel Allen* is and ſtands poſſeſſed and intereſted for the Reſidue of one thouſand Years, which commenced on or about the fourteenth Day of *December* which was in the Year of our Lord 1662, or for ſome other long Term or Terms for Years of and in all that Meſſuage or Tenement ſituate and being in *Itton* in the ſaid County of *Cardigan*, with all and ſingular the Houſes, Edifices, Buildings, Barns, Stables, Out-Houſes, Gardens, Orchards, Folds and Backſides thereunto belonging, containing by Eſtimation three Acres, be the ſame more or leſs, abutting on the Street or Highway leading from *Kennor* aforeſaid unto a Common called the *Hock* on the North, and Lands late or ſome time in the Tenure or Occupation of *Xerxes Xoll*, on the Weſt, South and Eaſt Parts, [*Here follow more Parcels*] and of and in all Ways, Waters, Water-Courſes, Commons, Eaſements, Privileges and Commodities whatſoever to the ſame Meſſuage or Tenement, Lands and Premiſſes belonging or in any wiſe appertaining, which ſaid Meſſuage or Tenement and Premiſſes are ſituate, lying and being in the Pariſh of *Kennor* aforeſaid, and were late or ſome time in the Tenure, Poſſeſſion or Occupation of *Zacheus Zouch* as Tenant of the ſame to *George Gale* of *Ketten* in the ſaid Pariſh of *Itton* Yeoman, at and under the yearly Rent of 7*l.* and of and in the Reverſion and Reverſions, Remainder and Remainders thereof, and of every Part and Parcel thereof, as by one Indenture tripartite bearing Date the fourth Day of *April* which was in the Year of our Lord 1719, and made or mentioned to be made between *Bona Bigg* of *Crowton* in the Pariſh of *Dell* in the ſaid County of *Cardigan*, Widow, of the firſt Part, the ſaid *George Gale* and *Eſther* his Wife, and *Francis Gale*, Son and Heir apparent of the ſaid *George Gale* by the ſaid *Eſther* his Wife, of the ſecond Part, and the ſaid *Abel Allen* of the third Part, and the ſeveral Deeds and Writings in the ſame Indenture tripartite recited, Relation being thereunto reſpectively had, may more fully and at large appear; which ſaid Meſſuage or Tenement, Lands and Premiſſes laſt mentioned, are the Meſſuage or Tenement and Lands in and by the ſaid recited Heads of Agreement meant and intended by the

which was ſigned by the Parties.

Recital that the firſt Party is poſſeſſed of a long Term in a certain Meſſuage, Lands, *&c.*

General Words.

Further Deſcription.

This Meſſuage the ſame which was briefly mentioned in the recited Agreement.

the Tenement at *Fidham*, and therein mentioned to have been purchaſed by the ſaid *Abel Allen* of *George Gale*, and were by the ſaid Indenture tripartite aſſigned, or mentioned to be aſſigned to the ſaid *Abel Allen*, his Executors, Adminiſtrators and Aſſigns, for the Reſidue of the ſaid Term of one thouſand Years, or ſome other long Term for Years therein. And whereas by one Deed or Indenture bearing Date the tenth Day of *November* which was in the Year of our Lord 1718, and made or mentioned to be made between *Guy Gill* of the ſaid Pariſh of *Kennor*, Vicar, of the one Part, and the ſaid *Abel Allen* of the other Part, the ſaid *Guy Gill* for the Conſiderations therein mentioned, did demiſe, grant and to Farm let unto the ſaid *Abel Allen*, all that the Glebe Land belonging to the Vicar of *Kennor*, lying and being in the ſaid Pariſh of *Kennor*, together with all Commons, Commodities, Waters, Water-Courſes, Ways, Profits and Appurtenances to the ſaid Glebe Land belonging or appertaining (except as in the ſame Indenture is mentioned to be excepted); To hold unto the ſaid *Abel Allen*, his Executors, Adminiſtrators and Aſſigns, for the Term of fourteen Years from the fourth Day of *March* then next enſuing (if the ſaid *Guy Gill* ſhould ſo long live) at and under the yearly Rent of 30*l.* payable as therein is mentioned, as by the ſaid laſt recited Deed or Indenture, Relation being thereunto had, may appear. Now therefore in purſuance of the ſaid recited Heads of Agreement, and for carrying the ſame into Execution as well on the Part of the ſaid *Abel Allen* as of the ſaid *David Diggs*, this Indenture witneſſeth, That for the End and Purpoſe aforeſaid, and in conſideration of the Grant and Conveyance herein after made, or mentioned to be made by the ſaid *David Diggs* to the ſaid *Abel Allen* in ſuch Manner as is herein after expreſſed, and alſo in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to the ſaid *Abel Allen* in hand paid by the ſaid *David Diggs*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Abel Allen* hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *David Diggs*, his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuage or Tenement, Lands and Premiſſes in and by the ſaid recited Indenture tripartite aſſigned, or mentioned or intended to be aſſigned to the ſaid *Abel Allen*, his Executors, Adminiſtrators and Aſſigns as aforeſaid, with their and every of their Appurtenances; and alſo the ſaid Glebe Land, and all and ſingular other the Premiſſes in and by the ſaid recited Indenture of the tenth of *November* 1718 demiſed, or mentioned or intended to be demiſed to the ſaid *Abel Allen*, his Executors, Adminiſtrators and Aſſigns as aforeſaid, with their Appurtenances; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Meſſuage or Tenement, Lands, Glebe Lands, and other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, and every of them, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Abel Allen*, of, in, to or out of the hereby aſſigned Premiſſes, or any of them, or any Part or Parcel thereof, by Force or Virtue of the ſaid Indenture tripartite of Aſſignment, or of any of the Deeds and Writings therein recited, or of the ſaid Deed or Indenture of Demiſe, or any of them, or otherwiſe howſoever, together with the ſame Indentures, Deeds and Writings; To have and to hold the ſaid Meſſuage or Tenement, Lands, Glebe Lands, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *David Diggs*, his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſeveral and reſpective Terms for Years which he the ſaid *Abel Allen* hath, or ought to have, of and in the ſame Premiſſes reſpectively, (ſubject nevertheleſs to the Rents and Covenants in the reſpective original Indentures of Demiſe whereby the ſame Premiſſes are reſpectively held, reſerved and contained, and which from henceforth are to be paid, done and performed by the ſaid *David Diggs* and his Aſſigns). And this Indenture further witneſſeth, That for the End and Purpoſe aforeſaid, and for the Conſideration aforeſaid, he the ſaid *Abel Allen* hath granted, remiſed, releaſed, and for ever quitted Claim, and by theſe Preſents doth for himſelf and his Heirs fully, clearly and abſolutely grant, remiſe, releaſe, and for ever quit Claim, unto

A Leaſe of Glebe Land belonging to a Vicarage recited, made to the firſt Party.

The Intent of this Part of this Deed, and the Conſideration.

The firſt Party aſſigns to the ſecond Party the Meſſuage, *&c.* and alſo the Glebe Land.

General Words.

Habendum to the Aſſignee, his Executors, *&c.*

ſubject to the Rents and Covenants.

The firſt Party grants and releaſes to the other a Right of Common,

unto the ſaid *David Diggs* (in his full and peaceable Poſſeſſion and Seiſin now being) and to his Heirs and Aſſigns for ever, all ſuch Liberty and Right of Common, and all ſuch other Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, either in Law or Equity, as he the ſaid *Abel Allen*, or any of his Tenant or Tenants, have or hath, or ever had or claimed to have, of, in, to or out of all that large Piece or Parcel of Paſture Ground formerly a Common called the *Hock* within the Manor of *Fidham* in the ſaid County of *Cardigan*, or of, in, to or out of any Part or Parcel thereof; and alſo all the Eſtate, Right, Title and Intereſt of him the ſaid *Abel Allen*, of, in, to or out of all Chief Rents, Heriots and Services iſſuing out of, or payable for any Meſſuages, Lands, Tenements or Hereditaments which at the Time of making of the ſaid Agreement were held, poſſeſſed and enjoyed by the ſaid *David Diggs*, or any of his Tenant or Tenants, for, from or under him the ſaid *David Diggs*, within the ſeveral Vills of *Ketten*, *Fidham*, *Luſan*, *Marran*, *Wan* and *Luſan Leys*, every or any of them in the ſaid County of *Cardigan*; ſo that neither he the ſaid *Abel Allen*, his Heirs or Aſſigns, or any of his or their Tenant or Tenants, ſhall or may at any Time hereafter have, claim or demand any Liberty or Right of Common, or other Eſtate, Right, Title, Claim or Demand in Law or Equity, of, in, to or out of the ſaid Paſture Ground called the *Hock*, or any Part thereof, or any Chief Rents, Heriots or Services iſſuing out of, or payable for any of the ſaid Meſſuages, Lands, Tenements or Hereditaments which at the Time of the ſaid Agreement were in the Poſſeſſion of the ſaid *David Diggs*, or of any of his ſaid Tenant or Tenants for Years, or at Will as aforeſaid, within the ſaid ſeveral laſt named Vills, or any of them; but thereof and therefrom, and of and from all Actions, Suits, Claims, Challenges and Demands for or on account of ſuch Liberty or Right of Common, Chief Rents, Heriots and Services, and every or any Part thereof, ſhall be from henceforth for ever debarred and excluded by theſe Preſents. And the ſaid *Abel Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *David Diggs*, his Heirs, Executors, Adminiſtrators and Aſſigns, that it ſhall and may be lawful to and for the ſaid *David Diggs*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, at all Times peaceably and quietly to have, hold and enjoy the ſaid Meſſuage or Tenement, Lands, and other the Premiſſes herein before aſſigned and releaſed reſpectively as aforeſaid, or mentioned or intended ſo to be, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Abel Allen*, his Heirs, Executors, Adminiſtrators, Tenants or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſame Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them. And this Indenture further witneſſeth, That for the End and Purpoſe aforeſaid, and for and in conſideration of the Aſſignment and Releaſe herein before made by the ſaid *Abel Allen* as aforeſaid, and alſo for and in conſideration of the Sum of 200*l.* of lawful Money of *Great Britain* to the ſaid *David Diggs* in hand paid by the ſaid *Abel Allen*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *David Diggs* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Abel Allen*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *David Diggs* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Abel Allen*, his Heirs and Aſſigns, all thoſe two Pieces or Parcels of Land or Ground, with their Appurtenances, as the ſame are now incloſed, lying and being on *Nuttar's Mountain* in the Pariſhes of *Harne* and *Irrand*, or one of them, in the ſaid County of *Cardigan*, and now or late in the Poſſeſſion of *Owen Oldys*, as Tenant to the ſaid *David Diggs*, and containing by Eſtimation about thirty Acres, be the ſame more or leſs; and alſo all thoſe two other Pieces or Parcels of Land or Ground, with their Appurtenances as the ſame are now unincloſed, lying and being on the ſame Mountain, and contiguous to Lands purchaſed by the ſaid *Abel Allen* of Mr. *Paul Penn*, and to other Lands purchaſed by him the ſaid *Abel Allen* of the ſaid *Ralph Rich*; and alſo all Ways, Paths, Paſſages, Waters, Water-Courſes, Hedges, Ditches, Profits, Commons, Commodities, Advantages, Emoluments,

and Rents, Heriots, &c.

and he covenants for quiet Enjoyment.

The Intent and Conſideration of this Part of this Deed.

The ſecond Party grants Releaſes, &c. to the firſt Party.

The Parcels.

General Words.

luments, Hereditaments and Appurtenances whatſoever, to the ſame Pieces or Parcels of Land or Ground, and other the Premiſſes laſt mentioned, or any of them belonging or appertaining, or therewith uſed or enjoyed; and alſo all the Eſtate, Right, Title and Intereſt of him the ſaid *David Diggs*, of, in, to or out of the ſaid Chief Rents, Heriots and Services iſſuing out of, or payable for any Meſſuages, Lands, Tenements or Hereditaments within the ſaid ſeveral Vills of *Ketten*, *Fidham*, *Luſan*, *Marran*, *Wam*, and *Luſan Leys*, every or any of them (except, and always reſerved out of theſe Preſents unto the ſaid *David Diggs*, his Heirs and Aſſigns, all ſuch Chief Rents, Heriots and Services as are iſſuing out of, or payable for any Meſſuages, Lands, Tenements or Hereditaments within the ſame Vills, or any of them, which at the Time of the making of the ſaid Agreement were in the Tenure, Poſſeſſion or Occupation of him the ſaid *David Diggs*, or of any Perſon or Perſons as Tenant or Tenants to him the ſaid *David Diggs* for Term or Terms for Years, or at Will as aforeſaid); all which ſaid laſt mentioned Premiſſes, except before excepted, are now in the actual Poſſeſſion of the ſaid *Abel Allen*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *David Diggs* for the Term of one whole Year, in conſideration of 5*s.* to him paid by the ſaid *Abel Allen*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; And the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid laſt mentioned Premiſſes, and of every Part and Parcel thereof, (except before excepted) and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever of him the ſaid *David Diggs*, of, in, to or out of the ſame Land or Ground, Chief Rents, Heriots and Services, and other the ſaid laſt mentioned Premiſſes, or any of them, or any Part or Parcel thereof (except before excepted); To have and to hold the ſaid Lands, Grounds, Rents, Heriots, Services, and other the ſaid Premiſſes laſt herein before mentioned to be hereby granted and releaſed, with their and every of their Appurtenances (except before excepted) unto the ſaid *Abel Allen*, his Heirs and Aſſigns for ever, to and for the only proper Uſe and Behoof of him the ſaid *Abel Allen*, and of his Heirs and Aſſigns for ever; and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *David Diggs* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Abel Allen*, his Heirs and Aſſigns, that it ſhall and may be lawful to and for the ſaid *Abel Allen*, his Heirs and Aſſigns, from Time to Time, and at all Times hereafter, peaceably and quietly to have, hold and enjoy the ſaid Lands, Ground, Rents, Heriots, Services, and other the Premiſſes laſt herein before granted and releaſed, or mentioned or intended ſo to be, with their Appurtenances (except before excepted) without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *David Diggs*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſame Premiſſes, or any of them, or any Part or Parcel thereof, from, by or under, or in Truſt for him, them, or any of them. And for the Conſiderations aforeſaid, and in further Purſuance of the ſaid recited Heads of Agreement, it is hereby covenanted, granted, concluded and fully agreed upon, by and between the ſaid *Abel Allen* and *David Diggs*, for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following; that is to ſay, That the ſeveral Limits, Meets and Boundaries, between the Manor or Lordſhip of *Knowt* in the ſaid County of *Cardigan*, whereof the ſaid *Abel Allen* is the preſent Lord and Proprietor, and the Manor or Lordſhip of *Itton* in the ſame County, whereof the ſaid *David Diggs* is the preſent Lord and Proprietor, and between the ſeveral Lands, Hereditaments and Eſtates of them the ſaid Parties near or adjoining to the ſame Manors, or either of them, ſhall for ever hereafter be, remain and continue fixed, ſettled and determined between the ſaid Parties and their reſpective Heirs and Aſſigns, in ſuch Sort, Manner and Form, and by ſuch Limits, Meets and Bounds, as the Homage or Jury directed to view the ſame by a Court Baron held for the ſaid Manor of *Knowt*, on or about the twenty-fourth Day of *November* which was in the twenty-firſt Year of the Reign of King *James* the Firſt, did at the next Court held for the ſame Manor, on

Exception.

Bargain for a Year mentioned.

General Words.

Habendum to the firſt Party in Fee.

The ſecond Party covenants for quiet Enjoyment.

A mutual Covenant concerning Boundaries of Manors, &c of the reſpective Parties,

with Reference to an antient Preſentment by the Homage of one of the Manors.

on or about the fourteenth Day of *December* in the ſame Year, return and preſent to the ſaid Court, that the ſame Manors and Lands were limited, butted and bounded; Which Limits, Meets and Bounds found and preſented by the ſaid Jury, are particularly ſet forth and deſcribed in the Court Rolls of the ſaid Manor of *Knowt*, entered there for that Purpoſe on the ſaid fourteenth Day of *December*, in the ſaid twenty-firſt Year of the Reign of King *James* the Firſt. And further that each of them the ſaid Parties to theſe Preſents, and their reſpective Heirs and Aſſigns, ſhall from Time to Time, and at all Times for ever hereafter, have and enjoy the Benefit of the Water and Water-Courſe running from *Kennor* aforeſaid, and of all ſuch Flood-Gates, Sluices and Trenches, as are commonly made uſe of in or about the ſame for the Watering and Improving of their reſpective Lands and Grounds at ſuch and the like Times, and upon and under ſuch and the like Terms, Conditions, Reſtrictions and Agreements, and in ſuch Manner as were formerly agreed upon between the ſaid *Thomas Tall* and *Vincent Viner*, (the former Owners of the ſame Lands and Grounds) and as are for that Purpoſe mentioned, expreſſed and declared in and by one Indenture bearing Date the twelfth Day of *April* which was in the Year of our Lord 1711, and made, or mentioned to be made between the ſaid *Thomas Tall*, by the Name of *Thomas Tall* of *Itton* in the County of *Cardigan*, Clerk, and *Luke Tall*, Gent. Son and Heir apparent of the ſaid *Thomas Tall*, of the one Part, and the ſaid *Vincent Viner*, by the Name of *Vincent Viner* of *Wam* in the ſaid County of *Cardigan*, Eſq; of the other Part. In witneſs, *&c.*

A Covenant as to the Benefit of a Water-Courſe,

with Reference to an Agreement between former Owners.

N° 3. *A Tenant for Life of Meſſuages*, &c. *and a Tenant for Life of Manors*, &c. *having agreed to exchange during their Joint-Lives, they (by this Deed) mutually demiſe their reſpective Eſtates for long Terms, determinable on the Death of either of them.*

The Parties.

THIS Indenture, made the fourteenth Day of *November Anno Domini* 1711, and in the tenth Year of the Reign, *&c.* between *Amos Alkin* of *London* Merchant, of the one Part, and *Bryan Brown*, Citizen and Leatherſeller of *London*, of the other Part.

Recital that the firſt Party is ſeiſed for Life of Meſſuages, *&c.* and that the ſecond Party is ſeiſed for Life of Manors, *&c.*

Whereas the ſaid *Amos Alkin*, or ſome other Perſon or Perſons in Truſt for him, is and ſtands, or are and ſtand ſeiſed for the Term of his natural Life of and in the Meſſuages, Tenements and Hereditaments firſt herein after mentioned to be hereby granted and demiſed. And whereas the ſaid *Bryan Brown*, or ſome other Perſon or Perſons in Truſt for him, is and ſtands, or are and ſtand ſeiſed or poſſeſſed for the Term of his natural Life, or for ſome long Term of Years determinable upon his Life, of and in the Manors, Meſſuages, Lands, Tenements and Hereditaments laſt herein after mentioned to be hereby granted and demiſed.

and that the Parties agree to exchange during their Joint-Lives.

And whereas the ſaid *Amos Alkin* and *Bryan Brown* are minded and agreed to exchange with each other the aforeſaid Premiſſes for and during their Joint-Lives.

The Conſideration of this Part of this Deed.

Now therefore for the End and Purpoſe aforeſaid, this Indenture witneſſeth, That for and in conſideration of the Grant and Demiſe herein after made, or mentioned to be made by the ſaid *Bryan Brown* to the ſaid *Amos Alkin*, and in conſideration of 5*s.* of lawful Money of *Great Britain* to the ſaid *Amos Alkin* in hand paid by the ſaid *Bryan Brown* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Amos Alkin* hath

The firſt Party demiſes to the ſecond Party.

granted, bargained, ſold and demiſed, and by theſe Preſents doth grant, bargain, ſell and demiſe unto the ſaid *Bryan Brown* and his Aſſigns, all that Meſſuage or

The Parcels.

Tenement, with the Appurtenances, ſituate and being on the South Side of *Cornhill* in the Pariſh of St. *Peter Cornhill*, *London*, called or known by the Name or Sign of the *Angel*, now or late in the Tenure or Occupation of *David Diggs* Leatherſeller, or his Aſſigns, and abutteth Weſt in part on a Paſſage of eight Feet wide or thereabouts, leading into *Lombard-ſtreet*, and on the Meſſuage or Tenement now or late called the *Swan*, built over the ſaid Paſſage, and Part on *Lombard Street* aforeſaid, and Eaſt in part on a Paſſage leading into *Pope's Head Alley*, and on a Meſſuage or Tenement built in part over the ſaid Paſſage now or late called the *Elephant*, and part on *Pope's Head Alley* aforeſaid, and South on the Meſſuage or Tenement in *Lombard Street* here after mentioned; and all that Meſſuage or

Tenement,

Tenements, with the Appurtenances, now or late in the Tenure or Occupation of *Francis Fox*, or his Aſſigns, ſituate, lying and being in *Lombard Street* aforeſaid, in the ſaid Pariſh of St. *Peter Cornhill*, behind the Meſſuage or Tenement herein before granted and demiſed, and adjoineth South on a Meſſuage or Tenement in tha Poſſeſſion of *Guy Glynne* Apothecary, his Tenants or Aſſigns, and all and every the Shops, Ways, Eaſements, Yards, Courts, Waters, Water-Courſes, and other Appurtenances, to the ſaid Meſſuages or Tenements and Premiſſes mentioned to be hereby granted and demiſed belonging, or in any wiſe appertaining; To have and to hold the ſaid Meſſuages and Tenements, and all and ſingular other the Premiſſes herein before granted and demiſed, and mentioned to be granted or demiſed, with their and every of their Appurtenances, unto the ſaid *Bryan Brown* and his Aſſigns, from the Feaſt of St. *Michael* the Archangel laſt paſt before the Date of theſe Preſents, for and during the full Time and Term, and unto the full End and Term of ſixty-one Years from thence next enſuing, and fully to be compleat and ended, if they the ſaid *Amos Alkin* and *Bryan Brown* ſhall both of them jointly ſo long live. And this Indenture further witneſſeth, That for and in conſideration of the Grant and Demiſe herein before made by the ſaid *Amos Alkin* to the ſaid *Bryan Brown* as aforeſaid, and in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to the ſaid *Bryan Brown* in Hand paid by the ſaid *Amos Alkin*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Bryan Brown* hath granted, bargained, ſold and demiſed, and by theſe Preſents doth grant, bargain, ſell and demiſe unto the ſaid *Amos Alkin* and his Aſſigns, all that and thoſe the Manor and Manors of *Hennon* in the County of *Kent*, with their and either of their Rights, Members and Appurtenances; and alſo all Rents iſſuing or payable out of or for all or any Lands, Meſſuages or Tenements held for the ſaid Manor or Manors, or incident or belonging to the ſaid Manor or Manors, or either of them; and alſo all that the Scite and Manor-Houſe of the ſaid Manor or Manors formerly in the Tenure or Occupation of *Luke Lant*, and now or late in the Tenure or Occupation of *Mark Mills*, his Under-tenants or Aſſigns, ſituate in *Hennon* in the ſaid County of *Kent*, together with the Dove-Houſe, Malt-Houſes, Orchards, Yards, Gardens, Backſides, Barns, Stables, and all other Out-Houſes, and Appurtenances thereunto belonging, [*Here follow more Parcels*] and alſo all and ſingular Meſſuages, Granges, Mills, Houſes, Edifices, Buildings, Barns, Stables, Dove-Houſes, Gardens, Orchards, Yards, Courts, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Demeſne Lands, Waſtes, Heaths, Furzes, Moors, Marches, Briars, Woods, Underwoods, Trees, Waters, Fiſhings, Fiſhing Pools, Suits to Mills, Mulctures, Warrens, Mines, Quarrries, Rents, Services, Rent-Charges, Rents-Seck and Rent-Services as well of Free as of Cuſtomary Tenants, Farms, Fee-Farms, Annuities, Eſcheats, Releaſes, Heriots, Fines, Amerciaments, Courts-Leet, Courts-Baron, Views of Frank-Pledge, Franchiſes, Waifs, Cuſtoms, Rights, Juriſdictions, Privileges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever to the ſaid Manor or Manors, Lands, Tenements, Cottages and Premiſſes, or to any of them in any wiſe belonging, appertaining, incident or appendant, or with them or either or any of them heretofore demiſed, uſed, occupied, let or enjoyed, or accepted, reputed or taken as Part, Parcel or Member thereof, and all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *Bryan Brown* in *Hennon* aforeſaid, or in any other Place or Places whatſoever in the ſaid Counties of *Kent* and *Norfolk*, or either of them; To have and to hold the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes laſt herein before granted and demiſed, or mentioned ſo to be, with their and every of their Appurtenances, unto the ſaid *Amos Alkin* and his Aſſigns, from the Feaſt Day of St. *Michael* laſt paſt before the Date of theſe Preſents, for and during the full End and Term, and unto the full End and Term of ſixty-one Years from thence next enſuing, and fully to be compleat and ended, if they the ſaid *Amos Alkin* and *Bryan Brown* ſhall both of them jointly ſo long live. And the ſaid *Amos Alkin* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Bryan Brown* and his Aſſigns, that he the ſaid *Amos Alkin* hath not at any Time heretofore made, done, committed, or ſuffered any Act, Matter or Thing whatſoever, whereby

Habendum for a long Term, if both Parties ſo long live.

The Conſideration of this Part of this Deed.

The ſecond Party demiſes to the firſt Party.

The Parcels.

General Words.

Habendum for a long Term if both Parties ſo long live.

The firſt Party covenants that he has not incumbered,

or by means whereof the ſaid Meſſuages, Tenements and Premiſſes firſt herein before granted and demiſed, or intended ſo to be, or any of them, or any Part or Parcel thereof, is, are, ſhall or may be impeached, charged or incumbered, in Title, Charge, Eſtate or otherwiſe howſoever, during the Eſtate hereby granted.

andfor further Aſſurances.

And moreover, that he the ſaid *Amos Alkin*, and all and every Perſon or Perſons claiming or to claim, from, by or under, or in Truſt for him, ſhall and will from time to time, and at all Times hereafter, during the Eſtate hereby granted, upon every reaſonable Requeſt, and at the Coſts and Charges of the ſaid *Bryan Brown* or his Aſſigns, make, do and execute, or cauſe to be made, done and executed, all further and other lawful and reaſonable Acts, Deeds and Things, for the further and better granting and demiſing of the ſame Meſſuages, Tenements and Premiſſes unto the ſaid *Bryan Brown* and his Aſſigns, for and during the Reſidue which ſhall then be to come of the ſaid firſt mentioned Term of ſixty-one Years.

The ſecond Party covenants in like Manner.

And the ſaid *Bryan Brown* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Amos Alkin* and his Aſſigns, that he the ſaid *Bryan Brown* hath not at any Time heretofore made, done, committed or ſuffered any Act, Matter or Thing whatſoever, whereby or by means whereof the ſaid Manors, Meſſuages, Lands, Tenements and Premiſſes laſt herein before granted and demiſed, or intended ſo to be, or any of them, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate or otherwiſe howſoever, during the Eſtate hereby granted. And moreover, that he the ſaid *Bryan Brown*, and all and every Perſon and Perſons claiming or to claim, from, by or under, or in Truſt for him, ſhall and will from time to time, and at all Times hereafter during the Eſtate hereby granted, upon every reaſonable Requeſt, and at the Coſts and Charges of the ſaid *Amos Alkin* or his Aſſigns, make, do and execute, or cauſe to be made, done and executed, all further and other lawful and reaſonable Acts, Deeds and Things, for the further and better granting and demiſing of the ſame Manors, Meſſuages, Lands, Tenements and Premiſſes unto the ſaid *Amos Alkin* and his Aſſigns, for and during all the Reſidue which ſhall be then to come of the ſaid laſt herein before granted Term of ſixty-one Years, determinable as aforeſaid. In witneſs, *&c.*

Nº 4. *A Deed of mutual Releaſes and Aſſignments between a Son of a Freeman of* London, *who is Heir and Executor to his Father, of the one Part; and his Siſter and her Huſband of the other Part, concerning their different Claims upon the Father's perſonal Eſtate, under Deeeds of Settlement, Will of the Father, the Cuſtom of* London, *and Statute of Diſtributions; under Circumſtances abſtracted in the Margin.*

The Parties.

THIS Indenture, made the eleventh Day of *September Anno Domini* 1727, and in the firſt Year of the Reign, *&c.* between *Adam Aſton* of *Bruton* in the County of *Cambridge*, Eſq; only ſurviving Son and Heir of *David Aſton*, late of the ſame Place, Eſq; deceaſed, and one of the two ſurviving Executors in his laſt Will and Teſtament named, of the one Part, and *Edward Edge* of *Foxend* in the County of *Glouceſter*, Gent. and *Hannah* his Wife, one of the two Daughters of the ſaid *David Aſton*, of the other Part.

A Deed recited,

Whereas by Indenture tripartite dated on or about the fourteenth Day of *May* 1716, and made or mentioned to be made between the ſaid *David Aſton*, by the Name of *David Aſton* Citizen and Haberdaſher of *London*, of the firſt Part, *Kenelm Kirby*, Eſq; ſince deceaſed, and *Lewis Long*, Gent. of the ſecond Part, and the ſaid *Edward Edge* and *Hannah* his Wife of the third Part, reciting as therein is recited, and for the Conſiderations therein mentioned, the ſaid *David Aſton* did covenant and agree with the ſaid *Kenelm Kirby* and *Lewis Long*, their Executors and Adminiſtrators, that he the ſaid *David Aſton*, his Heirs, Executors or Adminiſtrators, ſhould and would within the Space of one Year next enſuing the Date hereof, or ſo ſoon as might be, lay out and diſpoſe of the Sum of 4000*l.* of lawful Money of *Great Britain* in a Purchaſe or Purchaſes of Freehold Meſſuages, Lands or Hereditaments of an Eſtate of Inheritance in Fee-Simple

whereby the Father of one of the Parties covenanted

to lay out a certain Sum in a Purchaſe,

Simple in Poſſeſſion, to be ſettled to the Uſe of the ſaid *Hannah*, Wife of the ſaid *Edward Edge*, for her Life, and after her Deceaſe, of all and every the Child and Children of her Body begotten or to be begotten, and of the reſpective Heirs of the Body and Bodies of ſuch Child and Children, and with ſuch Clauſe of Survivorſhip as is therein mentioned and expreſſed, with the laſt Remainder in Fee to the ſaid *David Aſton* and his Heirs. In and by which ſaid Indenture the ſaid *David Aſton* did covenant to pay Intereſt for the ſaid Sum of 4000*l.* at the Rate of 5*l. per Cent. per Annum*, until the ſame ſhould be laid out in a Purchaſe or Purchaſes, and the Lands and Tenements therewith purchaſed ſettled as aforeſaid. And it was thereby agreed that all the Intereſt of the ſaid 4000*l.* ſhould from time to time be paid to and received by ſuch Perſon or Perſons as and to whom the Rents and Profits of the Premiſſes ſo to be purchaſed as aforeſaid (if purchaſed) would for the Time being belong by Virtue of the ſaid Limitations therein before mentioned. And whereas by one other Indenture tripartite, dated on or about the thirty-firſt Day of *October* 1725, and made or mentioned to be made between the ſaid *David Aſton* of the firſt Part, the ſaid *Edward Edge* and *Hannah* his Wife of the ſecond Part, and *Matthew Aſton*, then eldeſt Son and Heir apparent of the ſaid *David Aſton*, ſince deceaſed, and the ſaid *Adam Aſton* by the Name of *Adam Aſton*, younger Son of the ſaid *David Aſton*, of the third Part, reciting (amongſt other Things) to the Effect as is herein before recited; and that the ſaid Sum of 4000*l.* or any Part thereof, had not been then laid out in a Purchaſe or Purchaſes as aforeſaid, but all Intereſt incurred due for the ſame had been duly paid to the ſaid *Edward Edge* and *Hannah* his Wife, or one of them, which they did thereby acknowledge; and that the ſaid *Edward Edge* and *Hannah* his Wife had not any Child or Children between them begotten; and that the ſaid *David Aſton* had on or before the Day of the Date thereof transferred to the ſaid *Matthew Aſton* and *Adam Aſton* the Sum of 10000*l.* in the Joint-Stock of the *South Sea* Annuities, as by the Books of the *South Sea* Company might appear: Therefore for the Love and Affection which the ſaid *David Aſton* had and bore to the ſaid *Edward Edge* and *Hannah* his Wife, and for making ſome better Proviſion for them and their Iſſue, and in Lieu, Recompence and Satisfaction of and for the ſaid Sum of 4000*l.* ſo covenanted and agreed by the ſaid *David Aſton* to be laid out as aforeſaid, and of and for the aforeſaid Covenant in that Behalf, it was in and by the ſaid laſt mentioned Indenture witneſſed, and thereby declared and agreed, That the ſaid Sum of 10000*l.* Annuities ſo transferred to the ſaid *Matthew Aſton* and *Adam Aſton*, was ſo transferred to them, upon Truſt that they or the Survivor of them, his Executors or Adminiſtrators, ſhould with the Conſent of the ſaid *David Aſton*, and *Edward Edge* and *Hannah* his Wife, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſell and diſpoſe of the ſaid Sum of 10000*l. South-Sea* Annuities for the moſt Monies that could be got for the ſame, and ſhould with ſuch Conſent and Approbation as aforeſaid, lay out and inveſt the clear Monies ariſing by ſuch Sale in one or more Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments of an Eſtate of Inheritance in Fee-Simple in Poſſeſſion in *England*, and thereupon ſettle, convey and aſſure the ſame to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſo and Agreements therein and herein after mentioned concerning the ſame reſpectively; that is to ſay, As to two full fifth Parts thereof (the whole in five equal Parts to be divided) to the Uſe of the ſaid *Hannah*, Wife of the ſaid *Edward Edge*, for her Life, and after her Deceaſe of all and every the Child and Children of her Body begotten or to be begotten, and the reſpective Heirs of the Body and Bodies of ſuch Child and Children, and with ſuch Clauſe of Survivorſhip as therein is mentioned; and from and after the Deceaſe of the ſaid *Hannah*, and Failure of Iſſue of her Body as aforeſaid, then to the Uſe of the ſaid *Edward Edge* and his Aſſigns, for the Term of his natural Life, without Impeachment of Waſte; and as to the remaining three full fifth Parts of all ſuch Meſſuages, Lands, Tenements or Hereditaments ſo to be purchaſed with the Monies ariſing by ſuch Sale of the ſaid Annuities as aforeſaid, to and for the Uſe of the ſaid *Edward Edge* and *Hannah* his Wife for the Term of their natural Lives and the Life of the longer Liver of them, without Impeachment of Waſte; with Remainder to the Uſe of all and every the Child and Children of the ſaid *Edward Edge* on

to be ſettled to the Uſe of the Wife of the other Party for Life, and then of her Children in Tail, with the laſt Remainder to himſelf in Fee; and to pay Intereſt in the mean Time, to go as the Rents of the Lands if purchaſed.

Another Deed recited,

by which certain *S S.* Annuities of much greater Value (transferred to his two Sons for that Purpoſe) were agreed to be ſold, with Conſent, &c. and the Money inveſted in a Purchaſe, to be ſettled upon the Truſts, &c. *viz.* two Fifths to the Uſe of the Wife for Life, then to her Children in Tail,

then to her Huſband for Life, *ſans* Waſte, and as to the other three Fifths to the Uſe of Huſband and Wife, and the Survivor for Life, *ſans* Waſte, Remainder to their Children in Tail,

on the Body of the ſaid *Hannah* his Wife begotten or to be begotten, and of the reſpective Heirs of the Body and Bodies of ſuch Child and Children, and with ſuch Clauſe of Survivorſhip as therein is mentioned; with the laſt Remainder in Fee, as well of the ſaid two fifth Parts as of the ſaid three fifth Parts of the ſaid Meſſuages, Lands, Tenements or Hereditaments to be purchaſed as aforeſaid, in caſe the ſaid *Hannah* ſhould happen to ſurvive and overlive the ſaid *Edward Edge* her Huſband, to the Uſe of the right Heirs of her the ſaid *Hannah* for ever: But in caſe the ſaid *Edward Edge* ſhould ſurvive and overlive the ſaid *Hannah* his Wife, then to the Uſe of the ſaid *David Aſton*, and of his Heirs and Aſſigns for ever. In and by which ſaid laſt mentioned Indenture it was (among other Things) agreed, that until the principal Monies ariſing from the ſaid 10000*l.* Annuities ſhould be laid out in a Purchaſe or Purchaſes as aforeſaid, all the Yearly Intereſt and Produce of the ſame Annuities and Monies, and every or any Part thereof, ſhall from time to time be paid to and received by ſuch Perſon or Perſons as and to whom the Rents and Profits of the Premiſſes ſo to be purchaſed therewith as aforeſaid (if purchaſed and ſettled) would for the Time being belong or appertain, by Virtue of the ſame Indenture, and the Limitations and Agreements therein before mentioned and contained. And in and by the ſame Indenture it was further agreed, that the ſaid 10000*l.* *South Sea* Annuities, ſo tranſferred as aforeſaid, was in full for the Advancement of the ſaid *Hannah*, and in full Satisfaction not only of the ſaid 4000*l.* in and by the ſaid firſt recited Indenture covenanted to be laid out as aforeſaid, but of all her Part, Share, Right, Title, Intereſt, Pretence, Claim and Demand whatſoever, of, in, to or out of all or any the perſonal Eſtate of the ſaid *David Aſton* her Father, by Virtue of the Cuſtom of the City of *London*, or otherwiſe, otherwiſe than what he ſhould voluntarily and expreſly give her by his laſt Will and Teſtament, or otherwiſe; and the ſaid *Edward Edge* and *Hannah* his Wife did thereby accept and take the ſame in full as aforeſaid accordingly; as by the ſaid two ſeveral recited Indentures, Relation being thereunto reſpectively had, may (among other Things) more fully appear. And whereas no Part of the ſaid 10000*l.* *South Sea* Annuities hath been yet ſold or diſpoſed of for the Purpoſes aforeſaid, but the ſame ſtand and remain in the Names of the ſaid *Matthew Aſton*, deceaſed, and *Adam Aſton*, in the Books of the ſaid *South-Sea* Company; and are now wholly veſted in him the ſaid *Adam Aſton* by Right of Survivorſhip, upon the Truſts aforeſaid. And whereas all Intereſts and Dividends incurred due for the ſaid Annuities have been from time to time duly anſwered and paid unto the ſaid *Edward Edge* and *Hannah* his Wife, or one of them, which they do hereby acknowledge. And whereas the ſaid *David Aſton* did in and by his laſt Will and Teſtament in Writing by him duly made and publiſhed, bearing Date on or about the tenth Day of *September* 1724, (among other Things) give and bequeath unto the ſaid *Hannah*, Wife of the ſaid *Edward Edge*, by the Name of his Daughter *Hannah Edge*, the Sum of 2000*l.* of lawful Money of *Great Britain*; and did give and bequeath all the Reſt and Reſidue of ſuch Part of his perſonal Eſtate whereof he had Power to diſpoſe (after Payment of the ſeveral Legacies and Sums of Money therein by him given) unto his then two Sons the ſaid *Matthew Aſton* and *Adam Aſton*, and appointed them and *Olivia* his Wife Joint-Executors of his ſaid laſt Will and Teſtament. And whereas the ſaid *Matthew Aſton* departed this Life in the Life-time of the ſaid *David Aſton* his late Father, and the ſaid *Adam Aſton* alone hath proved his ſaid Will, and taken upon him the Burden of the Execution thereof (the ſaid *Olivia Aſton*, the Widow and Relict of the ſaid *David Aſton*, and his other ſurviving Executor, not having as yet proved the ſame or intermeddled with the Execution thereof.) And whereas Suits and Controverſies are likely to ariſe between the ſaid *Adam Aſton* and the ſaid *Edward Edge* and *Hannah* his Wife, touching or in relation to the Part or Share which the ſaid *Edward Edge* and *Hannah* his Wife, or one of them, may or might have, claim or pretend to, out of the perſonal Eſtate late of the ſaid *David Aſton*, or the ſaid reſiduary Part thereof (ſo bequeathed to his ſaid Sons aforeſaid) by Virtue of the Cuſtom of the City of *London*, or the Statute for Diſtribution of Inteſtates Eſtates, or by reaſon of the Deceaſe of the ſaid *Matthew Aſton* in the Life-time of his ſaid late Father or otherwiſe; and therefore in order to prevent all and every, or any ſuch Suits and Controverſies as aforeſaid, and to perpetuate

Remainder in Fee of the whole to the Wife if ſhe ſurvives her Huſband,

but if he ſurvives, to the Father in Fee, and in the mean Time the Intereſt to go accordingly,

and that the Settlement was to be in full of all her Demands,

for Portion, or by the Cuſtom of *London*.

Recital that the Annuities have not been ſold,

but ſtand in the Name of the firſt Party hereto, the other Son being dead,

and that the Profits have been duly paid,

and that the Father by his Will bequeathed a Sum to the Wife,

and the Reſidue of his perſonal Eſtate to his two Sons,

and made Joint-Executors,

and that the eldeſt Son died in his Father's Life-time, and the younger has proved the Will,

the Widow not intermeddling,

and that Suits are like to ariſe between this Son, and the Huſband and Wife, concerning herShare, &c. of her Father's perſonal Eſtate,

perpetuate Amity, Love and Concord between them the ſaid *Adam Aſton* and *Edward Edge* and *Hannah* his Wife, they have come to the ſeveral Agreements following; that is to ſay, That the ſaid *David Aſton* ſhould in Lieu and full Satisfaction and Diſcharge of and for all ſuch Part or Share, Parts or Shares, or ſuch other Claims or Demands as they the ſaid *Edward Edge* and *Hannah* his Wife, or either of them now have or hath, or can or may now claim or challenge, demand or pretend to, by all or any of the Ways or Means aforeſaid, or otherwiſe howſoever, out of the aforeſaid perſonal Eſtate late of the ſaid *David Aſton* (other than and except the ſaid Legacy of 2000*l.* and the aforeſaid 10000*l.* *South-Sea* Annuities) forthwith pay unto the ſaid *Edward Edge* and *Hannah* his Wife (over and above the ſaid Legacy of 2000*l.*) the full Sum of 3000*l.* of lawful Money of *Great Britain*; and alſo ſhould grant and releaſe unto them the ſaid *Edward Edge* and *Hannah* his Wife, their Heirs, Executors, Adminiſtrators and Aſſigns, in manner herein after mentioned, all his Reverſionary or Contingent Eſtate, Right, Title, Intereſt, Poſſibility, Expectancy, Claim and Demand whatſoever, of, in, to or out of the ſaid 10000*l.* *South-Sea* Annuities, every or any Part thereof, or the Monies to ariſe therefore or from any Part thereof, or the Meſſuages, Lands, Tenements or Hereditaments to be purchaſed therewith, every or any Part thereof; And that in conſideration of the Premiſſes they the ſaid *Edward Edge* and *Hannah* his Wife ſhould grant and aſſign, releaſe and quit Claim unto the ſaid *Adam Aſton*, his Executors, Adminiſtrators and Aſſigns, all ſuch Part, Share, Right, Title, Intereſt, Pretence, Claim or Demand whatſoever, as they or either of them now have or hath, or can or may now claim, demand or pretend to, out of the ſaid perſonal Eſtate of the ſaid *David Aſton*, by all or any of the Ways or Means aforeſaid, or otherwiſe howſoever (except the Legacy of 2000*l.* ſo given and bequeathed to the ſaid *Hannah* as aforeſaid, and the ſaid 10000*l.* *South-Sea* Annuities ſo transferred as aforeſaid), Now this Indenture witneſſeth, That in purſuance and Part of performance of the ſaid recited Agreements on the Part of the ſaid *Adam Aſton* to be done and performed, and in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to him in hand paid by the ſaid *Edward Edge* and *Hannah* his Wife, at and before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Aſton* hath granted, releaſed, ratified, and for ever quit claimed and confirmed, and by theſe Preſents doth grant, releaſe, ratify, and for ever quit Claim and confirm unto the ſaid *Edward Edge* and *Hannah* his Wife, their Executors, Adminiſtrators and Aſſigns reſpectively, to and for their own Uſe and Benefit, all the Reverſionary or Contingent Eſtate, Right, Title, Intereſt, Poſſibility, Expectancy, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Adam Aſton*, his Heirs, Executors and Adminiſtrators, and of the Heirs, Executors or Adminiſtrators of the ſaid *David Aſton*, and of every or any of them, of, in, to or out of the ſaid Sum of 10000*l.* *South-Sea* Annuities, every or any Part thereof, or the Monies to ariſe therefrom, or from any Part thereof, or the Meſſuages, Lands, Tenements or Hereditaments to be purchaſed with ſuch Monies, every or any Part thereof; ſo that neither he the ſaid *Adam Aſton*, his Heirs, Executors or Adminiſtrators, or the Heirs, Executors or Adminiſtrators of the ſaid *David Aſton*, ſhall or may at any Time or Times hereafter have, claim, pretend to, challenge or demand any ſuch Reverſionary or Contingent Eſtate, Right, Title, Intereſt, Poſſibility, Expectancy, Claim or Demand as aforeſaid, or any other Eſtate or Intereſt in his or their own Right, or for his or their own Uſe or Benefit, of, in, to or out of the ſaid laſt mentioned Premiſſes, or any Part thereof, by Virtue of the ſaid two ſeveral recited Indentures, or the ſaid laſt Will of the ſaid *David Aſton*, or any of them, or otherwiſe howſoever; but thereof and therefrom ſhall and will for ever be debarred and excluded by theſe Preſents (ſave and except only in Truſt for the ſaid *Edward Edge* and *Hannah* his Wife and their Children, or their Iſſue, or other their legal Repreſentatives). And whereas the ſaid *Adam Aſton*, in further purſuance and performance of the ſaid recited Agreements on his Part to be done and performed, hath on the Day of the Date hereof paid unto the ſaid *Edward Edge* and *Hannah* his Wife, or one of them, the ſaid Sum of 3000*l.* ſo by him the ſaid *Adam Aſton* agreed to be paid as aforeſaid: Now this Indenture further

and to prevent the ſame they have agreed, that the Son ſhould in lieu of their Claim

(except the Legacy and Annuities) pay a Sum to the Huſband,

and releaſe his Intereſt, &c. in the Annuities, &c.

and that they ſhould aſſign and releaſe to him, their Demands upon the Reſidue of the perſonal Eſtate.

The Conſideration for this Part.

The Grant, Releaſe, &c. by the Son, Executor and Heir,

of the contingent Intereſt, &c.

in the Aunuities, &c.

witneſſeth,

The Conſideration for this Part.

witneſſeth, That in conſideration of the ſaid Releaſe ſo made and given by the ſaid *Adam Aſton* as aforeſaid, and alſo in conſideration of the ſaid Sum of 3000*l.* ſo paid by the ſaid *Adam Aſton* to the ſaid *Edward Edge* and *Hannah* his Wife, or one of them as aforeſaid, the Receipt and Payment whereof accordingly they the ſaid *Edward Edge* and *Hannah* his Wife do hereby acknowledge, and thereof and of every Part thereof, do acquit, releaſe and diſcharge the ſaid *Adam Aſton*, his Executors and Adminiſtrators, and every of them, for ever by theſe Preſents, and in purſuance and performance of the ſaid recited Agreement, on the Parts of the ſaid *Edward Edge* and *Hannah* his Wife to be done and performed, and alſo in purſuance of the Covenant of the ſaid *Edward Edge* in the ſaid recited Indentures, or either of them, in that Behalf contained, they the ſaid *Edward Edge* and *Hannah* his Wife have, and each of them hath granted, aſſigned, remiſed, releaſed, and for ever quit claimed, and by theſe Preſents do, and each of them doth grant, aſſign, remiſe, releaſe, and for ever quit claim unto the ſaid *Adam Aſton*, his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit, all ſuch Part and Share, Parts and Shares, Right, Title, Intereſt, Pretence, Claim and Demand whatſoever, as they the ſaid *Edward Edge* and *Hannah* his Wife, or either of them, now have or hath, or can or may now claim, challenge, demand or pretend to, of, in, to or out of the ſaid perſonal Eſtate late of the ſaid *David Aſton*, or the reſiduary Part thereof ſo bequeathed to his two Sons aforeſaid, or any Part thereof, by Virtue of the ſaid Cuſtom of the ſaid City of *London*, or the ſaid Statute for Diſtribution of Inteſtates Eſtates, or by reaſon of the Deceaſe of the ſaid *Matthew Aſton* in the Life-time of his ſaid late Father, or otherwiſe howſoever (except the ſaid Legacy of 2000*l.* ſo given to the ſaid *Hannah* by the Will of her ſaid late Father as aforeſaid, and the ſaid Sum of 10000*l.* *South-Sea* Annuities ſo transferred by him as aforeſaid). In witneſs, *&c.*

The Grant, Aſſignment and Releaſe by Huſband and Wife,

of their Demand,

on the Reſidue of the perſonal Eſtate.

Gift, Deed of.

A Deed of Gift, &c. *of a conſiderable Sum of Money by an Aunt to her Nephew: In conſideration of which he covenants to pay her an Annuity during her Life.*

THIS Indenture made the fourth Day of *November Anno Domini* 1726, and the thirteenth Year of the Reign, *&c.* between *Agnes Alkin* of, *&c.* Spinſter of the one Part, and *Benedict Alkin* of, *&c.* Eſq; Nephew of the ſaid *Agnes Alkin*, of the other Part. Whereas the ſaid *Agnes Alkin* hath on or before the Day of the Date hereof paid into the Hands of the ſaid *Benedict Alkin* the Sum of 10000*l.* of lawful Money of *Great Britain*, the Receipt and Payment whereof accordingly he the ſaid *Benedict Alkin* doth hereby acknowledge: Now this Indenture witneſſeth, That in conſideration of the natural Love and Affection which the ſaid *Agnes Alkin* hath and beareth unto the ſaid *Benedict Alkin* her Nephew, and of the Covenant and Agreement herein after contained on the Part and Behalf of the ſaid *Benedict Alkin*, and to the End and Intent to veſt the abſolute Property of the ſaid Sum of 10000*l.* in him the ſaid *Benedict Alkin*, his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit, without any Account to be given for the ſame, ſhe the ſaid *Agnes Alkin* hath given, granted, and by theſe Preſents doth for herſelf, her Executors and Adminiſtrators, abſolutely give and grant unto the ſaid *Benedict Alkin*, his Executors, Adminiſtrators and Aſſigns, the ſaid Sum of 10000*l.* and every Part thereof, and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of her the ſaid *Agnes Alkin*, both at Law and in Equity, of, into or out of the ſame 10000*l.* every or any Part thereof; To have, hold, take, retain and enjoy the ſaid Sum of 10000*l.* and every Part thereof, unto him the ſaid *Benedict Alkin*, his Executors, Adminiſtrators and Aſſigns, from henceforth abſolutely and for ever,

The Conſiderations.

The Gift of the Money.

ever, to and for his and their own Uſe and Benefit, and as his and their own Goods and Chattels. And this Indenture farther witneſſeth, and the ſaid *Benedict Alkin* in conſideration of the Premiſſes doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Agnes Alkin*, her Executors and Adminiſtrators, that he the ſaid *Benedict Alkin*, his Heirs, Executors and Adminiſtrators, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Agnes Alkin* and her Aſſigns, for and during the Term of her natural Life, one Annuity or yearly Sum of 400*l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe, at or in the common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, Yearly and every Year, at or upon the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay [*Here the Feaſts*] by even and equal Portions; the firſt Payment thereof to begin and be made upon the Feaſt-day of [*Here the firſt Feaſt*] next enſuing the Date hereof. In witneſs, *&c.*

The Covenant to pay the Annuity.

Grants.

Conveyance of Annuities (charged on Lands) by Huſband and Wife, and their Truſtees Infants, under an Order of Chancery upon the Act of Parliament, the Conveyance being by Leaſe, Releaſe, and Fine to be levied by Huſband and Wife. N° 1.

THIS Indenture tripartite, made the ninth Day of *June Anno Domini* 1729. and in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland*, King, Defender of the Faith, *&c.* between *Andrew Allen* of *Bitton* in the County of *Cumberland*, Gent. and *Delia* his Wife, of the firſt Part, *Delia Allen* and *Eliza Allen* Infants, under the Age of twenty one Years, and Grand-Daughter and Coheirs of *Andrew Allen* ſenior, late of *Bitton* aforeſaid Gent. deceaſed, who ſurvived *Fulk Fox*, late of *London* Draper, alſo deceaſed (which ſaid *Andrew Allen* and *Fulk Fox* deceaſed were Truſtees named in the Indenture of Settlement herein after mentioned, made previous to and in order to the Marriage of *Gregory Gill* and *Delia* his Wife, herein after named) of the ſecond Part, and *Hector Hill* of *Jont* in the County of *Kent*, Eſq; of the third Part. Whereas *Lewis Gill*, late Citizen and Ironmonger of *London*, deceaſed, in and by his laſt Will and Teſtament in Writing by him duly executed, bearing Date on or about the fifth Day of *May* which was in the Year of our Lord 1690, did (amongſt other Deviſes and Bequeſts therein contained) will and declare, that out of his two Meſſuages or Tenements, with the Appurtenances, in *Milkſtreet* in the Pariſh of St. *Nicholas London*, the one of them then in his own Occupation, and the other of them then in the Holding or Occupation of *Nicholas Norris* Oilman, or his Aſſigns (from and after his Wife's Death) his Grandſon *Oliver Gill* and his Heirs ſhould have and receive the yearly Rent or Sum of 25*l.* and his Grandſon *Peter Gill* and his Heirs the annual Rent or Sum of 20*l.* and his Grandſon *Gregory Gill* and his Heirs the like annual Rent or Sum of 20*l.* intending the ſaid two Meſſuages or Tenements ſhould be for ever ſubject to and ſtand charged with the ſaid ſeveral yearly Rents, to be paid from Time to Time to his ſaid Grandſons, *Oliver*, *Peter* and *Gregory* reſpectively, and to their reſpective Heirs and Aſſigns, at the four moſt uſual Feaſts or Quarter-Days in the Year, *(viz.) Lady-Day*, *Midſummer*, *Michaelmas* and *Chriſtmas*, by even Portions; the firſt Payment to commence on ſuch of the ſame Quarter-Days as ſhould firſt happen after his Wife's Death, with Power of Entry and Diſtreſs for Non-Payment by the Space of thirty-one Days next after any of the ſame Feaſts

A Will of the former Owner of the Eſtate recited,

charging Annuities in Fee.

(being demanded). And as to the Fee, Reverſion and Inheritance of the ſame two Meſſuages or Tenements, his Will and Mind was, that the ſame ſhould remain and go to his Grandſon *Lewis Gill*, his Heirs and Aſſigns for ever, ſubject to the ſeveral Rents and Payments aforeſaid: And if it ſhould happen that his Grandſon *Lewis* ſhould die before he attained the Age of twenty-three Years without Iſſue, living his ſaid Grandſon *Oliver*, and that the ſaid Meſſuages or Tenements in *Milkſtreet* ſhould come to the ſaid *Oliver* as Heir to the ſaid *Lewis* his Brother, then his ſaid Grandſons *Peter* and *Gregory*, and their Heirs, ſhould have and receive out of the ſame Meſſuages or Tenements the yearly Rents or Sums of 30*l.* apiece (that is to ſay) 10*l.* a-piece more than the former Annuities; the ſame to be paid in like Manner as the ſaid yearly Sums of 20*l.* were therein before appointed to be paid, and with like Power of Diſtreſs as aforeſaid. And whereas the ſaid Teſtator's Wife is ſince dead, and his ſaid Grandſon *Lewis Gill* is ſince alſo dead without Iſſue, and before he attained his Age of twenty-three Years, whereby the ſaid two Meſſuages or Tenements and Premiſſes did deſcend and come to the ſaid *Oliver Gill* as his Brother and Heir, whereby the ſaid *Gregory Gill* became ſeiſed of and intitled as well to the ſaid Annuity of 20*l.* as to the ſaid farther Annuity of 10*l.* (making together the yearly Rent or Sum of 30*l.*) ſo given to him and his Heirs as aforeſaid.

Deaths recited, whereby two Annuities veſted in one Perſon.

Deeds of Marriage Settlement recited, whereby the ſaid two Annuities were veſted in Truſtees.

And whereas by Indentures of Leaſe and Releaſe, and Settlement (made previous and in order to the Marriage of the ſaid *Gregory Gill* and *Delia* his Wife) bearing Date reſpectively on or about the ſecond and third Days of *November* which was in the Year of our Lord 1709 (the Releaſe and Settlement being tripartite, and made or mentioned to be made between the ſaid *Gregory Gill* of the firſt Part, the ſaid *Delia* his Wife, by the Name of *Delia Allen* Spinſter, of the ſecond Part, and the ſaid *Fulk Fox* and *Andrew Allen* ſenior, of the third Part) the ſaid two laſt mentioned Annuities, yearly Rents or Sums of 20 and 10*l.* were conveyed and limited unto and to the Uſe of the ſaid *Fulk Fox* and *Andrew Allen* ſenior, their Heirs and Aſſigns, to the Uſe of or in Truſt for the ſaid *Gregory Gill* for his Life, Remainder to the ſaid *Delia Allen* his intended Wife for her Life, Remainder to the Heirs of the Body of the ſaid *Delia* by the ſaid *Gregory Gill*, with the laſt Remainder to the right Heirs of the ſaid *Gregory Gill*.

Indentures of Leaſe and Releaſe, and Fine recited, whereby the Owner of the Annuities and his Wife conveyed them in Fee.

And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the 13th and 14th Days of *November* which was in the Year of our Lord 1727, and by Fine in the ſame Indenture covenanted to be levied (and ſince duly levied accordingly) for the Conſiderations in the ſame Indenture of Releaſe mentioned, they the ſaid *Gregory Gill* and *Delia* his Wife did abſolutely ſell and convey the ſaid two laſt mentioned Annuities, yearly Rents or Sum of 20 and 10*l.* and all their Eſtate and Intereſt therein, unto and to the Uſe of the ſaid *Andrew Allen*, Party hereto, his Heirs and Aſſigns for ever, as in and by the ſaid recited Will and Indentures, Relation being thereunto ſeverally had, may more fully and at large appear: And whereas the ſaid *Hector Hill* hath contracted and agreed with the ſaid *Andrew Allen*, Party hereunto, for the abſolute Purchaſe of the ſaid two laſt mentioned Annuities, yearly Rents or Sums of 20*l.* and 10*l.* for the Sum or Price of 600*l.* of lawful Money of *Great Britain*:

Recital of an Agreement for the abſolute Purchaſe of them, and that the legal Eſtate is in the Infants.

And whereas the legal Eſtate and Inheritance of the ſame Annuities doth yet remain in the ſaid *Delia Allen* and *Eliza Allen* the Infants, but in Truſt nevertheleſs, for the ſaid *Andrew Allen*, Party hereunto, his Heirs and Aſſigns: Now this Indenture witneſſeth, That for and in conſideration of the Sum of 600*l.* of lawful Money of *Great Britain*, to the ſaid *Andrew Allen* Party hereunto in hand paid by the ſaid *Hector Hill*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Andrew Allen*, Party hereunto, doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Hector Hill*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and for and in conſideration of the Sum of 10*s.* of like lawful Money, to the ſaid *Delia Allen* and *Eliza Allen* the Infants in hand paid by the ſaid *Hector Hill*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Delia Allen* and *Eliza Allen* the Infants, at the Requeſt and by the Direction and Appointment of the ſaid *Andrew Allen*, Party hereunto (teſtified by his Sealing and Delivery of theſe Preſents) and in performance of the Truſt repoſed in the ſaid *Andrew Allen* deceaſed as aforeſaid, and alſo by Force and Virtue of the late Act of Parliament made

Conſideration.

Grant, &c. by the Infants Truſtees,

1

made in the ſeventh Year of the Reign of her late Majeſty Queen *Anne* [intitled, An Act to enable Infants who are ſeiſed or poſſeſſed of Eſtates in Fee in Truſt, or by way of Mortgage, to make Conveyances of ſuch Eſtates] and in obedience to an Order of the High Court of Chancery, made in purſuance of the ſaid Act on the 28th Day of *January* now laſt paſt, upon the Petition of the ſaid *Andrew Allen* Party hereunto, in that Behalf; and alſo the ſaid *Andrew Allen* Party hereunto, and *Delia* his Wife, have, and each and every of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *Hector Hill*, his Heirs and Aſſigns, all thoſe the ſaid two laſt mentioned Annuities, yearly Rents or Sums of 20 *l.* and 10 *l.* (making together the yearly Rent or Sum of 30 *l.*) of lawful Money of *Great Britain*, with the Appurtenances, yearly iſſuing and going, and to be for ever received and taken out of and from the aforeſaid two Meſſuages or Tenements with their Appurtenances in *Milk-Street*, in the Pariſh of St. *Nicholas London* aforeſaid, or one of them, which two Meſſuages or Tenements now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of *Robert Rich*, Baker, and *Simon Slade*, Draper, or one of them, their or one of their Aſſigns, Leſſees or Under-tenants; (All which ſaid two laſt mentioned Annuities, yearly Rents or Sums of 20 *l.* and 10 *l.* making together the yearly Rent or Sum of 30 *l.* are now in the actual Poſſeſſion of the ſaid *Hector Hill*, by Virtue of a Bargain and Sale to him thereof made by the ſaid *Andrew Allen* Party hereunto, and *Delia Allen* and *Eliza Allen* the Infants, for the Term of one whole Year, in conſideration of 5 *s.* to them paid by the ſaid *Hector Hill*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by force of the Statute for transferring Uſes into Poſſeſſion, made and provided) and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Iſſues, Profits and Produce of the ſame Annuities, yearly Rents or Sums, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *Andrew Allen* Party hereunto, and *Delia* his Wife, *Delia Allen* and *Eliza Allen* the Infants, and of each and every or any of them, of, in, to or out of the ſaid Annuities, yearly Rents or Sums and Premiſſes hereby, or mentioned to be hereby granted and releaſed, every or any Part or Parcel thereof, together with all Powers and Remedies given by the ſaid recited Will or otherwiſe, for recovering and receiving the ſame; and alſo all Deeds, Evidences, Writings, Eſcripts and Muniments, touching or in any wiſe concerning the ſame Rents and Premiſſes, or any Part thereof, which they the ſaid *Andrew Allen* Party hereunto, and *Delia* his Wife, and *Delia Allen* and *Eliza Allen* the Infants, or any of them, now have or hath in their or any of their Cuſtodies, or can come by without Suit in Law; To have and to hold the ſaid Annuities, yearly Rents or Sums, and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with the Appurtenances, unto the ſaid *Hector Hill*, his Heirs and Aſſigns, to and for the only proper Uſe and Behoof of the ſaid *Hector Hill*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Andrew Allen* Party hereto, doth hereby for himſelf and the ſaid *Delia* his Wife, and his Heirs, covenant, promiſe and grant, to and with the ſaid *Hector Hill*, his Heirs and Aſſigns, that the ſaid *Andrew Allen* Party hereunto, and *Delia* his Wife, ſhall and will at the Coſts and Charges of the ſaid *Hector Hill*, his Heirs or Aſſigns, as of *Hilary* Term now laſt paſt, or before the End of *Eaſter* Term now next enſuing, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* one or more Fine or Fines *ſur Conuſance de droit come ceo, &c.* whereupon Proclamations ſhall and may be had and made according to the Form of the Statute in that caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes accuſtomed, unto the ſaid *Hector Hill* and his Heirs, of the ſaid Annuities, yearly Rents or Sums, and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with the Appurtenances, by ſuch apt and convenient Names and Deſcriptions to aſcertain the ſame as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied or to be levied and acknowledged, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever heretofore had, made, levied, acknowledged, ſuffered or executed,

(under the Act of Parliament for that Purpoſe, and an Order of Chancery made upon Petition) and by the preſent Owner, to the Purchaſer.

General Words.

Habendum.

Covenant that the Vendor and his Wife will levy a Fine, *&c.*

to the Uſe of the Purchaſer, *&c.*

cuted, or hereafter to be had, made, levied, acknowledged, ſuffered or executed of the ſaid hereby granted and releaſed Rents and Premiſſes, or any Part thereof, by or between the ſaid Parties to theſe Preſents or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, to be and enure unto and for the only proper Uſe and Behoof of the ſaid *Hector Hill*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. And the ſaid *Andrew Allen* Party hereunto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Hector Hill*, his Heirs and Aſſigns, in Manner and Form following (that is to ſay) that (for and notwithſtanding any Act, Matter or Thing whatſoever, by the ſaid *Andrew Allen* Party hereto done or committed, or wittingly or willingly ſuffered to the contrary) they the ſaid *Andrew Allen* Party hereunto, and *Delia Allen* and *Eliza Allen* the Infants, ſome or one of them now are and ſtand, or is and ſtandeth lawfully, rightfully and abſolutely ſeiſed, in their or ſome or one of their Demeſne as of Fee, of and in the ſaid Annuities, yearly Rents or Sums, and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, of a good, ſure, lawful, abſolute and indefeazable Eſtate of Inheritance in Fee-ſimple to them and their Heirs, or the Heirs of ſome or one of them, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber, or determine the ſame: And alſo that (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) they the ſaid *Andrew Allen* Party hereunto, and *Delia Allen* and *Eliza Allen* the Infants, ſome or one of them, now have or hath in themſelves, ſome or one of them, good Right, full Power, and lawful and abſolute Authority, to grant and convey the ſaid Annuities, yearly Rents or Sums, and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with the Appurtenances, unto and to the Uſe of the ſaid *Hector Hill*, his Heirs and Aſſigns, in manner aforeſaid, and according to the Purport, true Intent and Meaning of theſe Preſents: And further, that it ſhall and may be lawful to and for the ſaid *Hector Hill*, his Heirs and Aſſigns, from Time to Time, and at all Times from and after *Michaelmas* which was in the Year of our Lord 1728, peaceably and quietly to receive, take, have, hold, poſſeſs and enjoy the ſaid Annuities, yearly Rents or Sums, and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with the Appurtenances, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Andrew Allen* Party hereunto, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſame Annuities, yearly Rents or Sums and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Andrew Allen* Party hereunto, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Forfeitures, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered, by the ſaid *Andrew Allen* Party hereunto, his Heirs or Aſſigns, or of or by any other Perſon or Perſons, lawfully claiming or to claim, from, by or under, or in Truſt for him, them, or any of them: And moreover, that he the ſaid *Andrew Allen* Party hereunto, and his Heirs, and all and every other Perſon and Perſons, having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title or Intereſt, of, in, to or out of the ſaid Annuities, yearly Rents or Sums and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, ſhall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt, and

Covenant that the Vendor or his Truſtees are ſeized in Fee,

and have Power to convey.

And for quiet Enjoyment,

free from Incumbrances.

And for further Aſſurances.

at the proper Coſts and Charges in the Law of the ſaid *Hector Hill*, his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring of the ſaid Annuities, yearly Rents or Sums, and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with the Appurtenances, unto the ſaid *Hector Hill*, his Heirs and Aſſigns, to his and their Uſe, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, as by the ſaid *Hector Hill*, his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants, than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties, who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In witneſs, *&c.*

A Grant of the next Preſentation to a Living. N° 2.

THIS Indenture, made the ſixth Day of *June Anno Domini* 1686, and in the ſecond Year of the Reign of our Sovereign Lord *James* the Second, *&c.* between *Agnes Aſton*, *Bona Aſton* and *Clara Aſton*, Spinſters, Daughters and Coheirs of Sir *David Aſton*, late of *London*, Bart. deceaſed, of the one Part, and *Denzil Dent*, of *Ewan* in the County of *Flint*, Eſq; of the other Part. Whereas the ſaid *Agnes Aſton*, *Bona Aſton* and *Clara Aſton*, ſtand ſeiſed to them and their Heirs, of and in the Patronage and free Diſpoſition and Advowſon of the Rectory of the Pariſh Church of *Gobland* in the County of *Huntingdon*: Now this Indenture witneſſeth, that for and in conſideration of a certain competent Sum of lawful Money of *England*, to the ſaid *Agnes Aſton*, *Bona Aſton* and *Clara Aſton*, ſome or one of them, in hand paid by the ſaid *Denzil Dent*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof they do hereby acknowledge, and thereof and of every Part and Parcel thereof do, and every of them doth acquit, releaſe and diſcharge the ſaid *Denzil Dent*, and his Executors and Adminiſtrators for ever by theſe Preſents, they the ſaid *Agnes Aſton*, *Bona Aſton* and *Clara Aſton*, and every of them, have given, granted and aſſigned, and by theſe Preſents do and every of them doth give, grant and aſſign unto the ſaid *Denzil Dent* and his Aſſigns, the next Preſentation and free Diſpoſition of and to the Rectory of the Pariſh Church aforeſaid, for the next Avoidance of the ſame only; ſo that it ſhall be lawful to and for the ſaid *Denzil Dent* and his Aſſigns, by Force and Virtue of theſe Preſents, any fit Perſon to the ſaid Church to the Dioceſan of the ſame or any other competent Judge in that Behalf to preſent, when the ſame Church ſhall by Death, Reſignation, Privation, Ceſſion, or by any other Means happen to be void, and all and ſingular Things which ſhall be neceſſary to be done in and about the Premiſſes, to do and accompliſh as fully, freely and entirely, as the ſaid *Agnes Aſton*, *Bona Aſton* and *Clara Aſton*, or any of them, might have done, if theſe Preſents had not been made. In witneſs, *&c.*

Recital that the Grantors are ſeiſed, *&c.*

The Grant, *&c.*

A Grant of the Stewardſhip of Manors. N° 3.

TO all to whom theſe Preſents ſhall come, I *Arthur Aſtry*, ſenior, of *Bardon* in the County of *Cheſter*, Gentleman, Lord of the Manors of *Dell* and *Enden* in Reverſion, expectant upon the Death of Dame *Eve Ellis*, Widow, (to whom the ſame are limited for her Life, in part of her Jointure) ſend Greeting. Know ye, that I the ſaid *Arthur Aſtry* have given and granted, and by theſe Preſents, as far as in me lies and I lawfully may, do give and grant unto *Francis Foy* of *Gand* in the ſaid County of *Cheſter*, Eſq; the Office of Stewardſhip of the ſaid Manors, and of every of them, and do conſtitute and appoint him the ſaid *Francis Foy*, Steward of the ſaid Manors and of every of them, there to keep and hold all Courts belonging to the ſaid Manors or any of them, at the uſual Times the ſame

The Grant.

ſame have been accuſtomably holden, and at ſuch other Times as he the ſaid *Francis Foy* ſhall think fit and requiſite; To have, hold and enjoy the ſaid Office of Stewardſhip, and to take and receive all and ſingular the Fees and Profits thereto belonging, by him the ſaid *Francis Foy*, or his ſufficient Deputy, for and during ſuch Time as he the ſaid *Francis Foy* ſhall well and faithfully demean and behave himſelf in his ſaid Office. In witneſs whereof I the ſaid *Arthur Aſtry* have hereunto ſet my Hand and Seal this twelfth Day of *Auguſt* in the eleventh Year, *&c. Annoque Domini* 1712.

N° 4. ***A Grant of Annuity during the joint Lives of the Grantor and Grantee, free from Taxes, to iſſue out of certain Lands, and a Demiſe of the ſame Lands for a long Term to Truſtees, for the better ſecuring the Payment.***

The Parties. THIS Indenture tripartite made the tenth Day of *March Anno Domini* 1725, and in the twelfth Year of the Reign, *&c.* between *Auſtin Archer* of *Bidford* in the County of *Cambridge*, Eſq; of the firſt Part, *David Dent* of *Eaſtham* in the ſaid County of *Cambridge*, Eſq; of the ſecond Part, and Sir *Francis Fox* of *Getten* in the County of *Hereford*, Baronet, and *John Fox* of *Kinnall* in the ſame

The Agreement recited. County, Eſq; of the third Part. Whereas the ſaid *David Dent* hath contracted and agreed with the ſaid *Auſtin Archer* for the Purchaſe of the Annuity, yearly Rent or Sum of 400 *l.* of lawful Money of *Great Britain* (herein after granted or mentioned to be granted to the ſaid *David Dent*) for the Joint Lives of them the ſaid *Auſtin Archer* and *David Dent*, free of Taxes and all other Deductions, for the Sum or Price of 2000 *l.* of lawful Money of *Great Britain:* Now this Indenture witneſſeth,

The Conſideration. that in purſuance of the ſaid recited Agreement, and for and in conſideration of the Sum of 2000 *l.* of lawful Money of *Great Britain*, to the ſaid *Auſtin Archer* in hand paid by the ſaid *David Dent*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Auſtin Archer* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *David Dent*, his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *Auſtin Archer* hath given, granted and confirmed, and

The Grant of the Annuity, by theſe Preſents doth for himſelf and his Heirs, Executors and Adminiſtrators, give, grant and confirm unto the ſaid *David Dent* and his Aſſigns, for and during the Joint Lives of them the ſaid *Auſtin Archer* and *David Dent*, one Annuity, yearly

to iſſue out of certain Lands the Parcels, Rent or Sum of 400 *l.* of lawful Money of *Great Britain*, to be iſſuing, going, payable, had, received and taken by and out of all thoſe the Manors or reputed Manors of *Loke* and *Marton*, with their Appurtenances, in the ſaid County of *Cambridge*, and by and out of all that capital Meſſuage or chief Manſion-Houſe of him the ſaid *Auſtin Archer*, commonly called or known by the Name of *Bidford* Houſe, with the Barns, Stables, Coach-Houſes, Gardens, Orchards, Farm-Lands, Woods, Hereditaments and Appurtenances thereunto belonging, or therewith uſed or enjoyed, containing together by Eſtimation 360 Acres, be the ſame more or leſs, ſituate, lying and being in the Pariſhes of *Loke*, *Newd* and *Olden*, ſome or one of them, in the ſaid County of *Cambridge*, and ſome time heretofore in the Tenure or Occupation of *Paul Archer*, Eſq; deceaſed, late Father of the ſaid *Auſtin Archer*, but now or late in the Occupation of *Robert Rich*, his Under-Tenants or Aſſigns, and by and out of all that capital Meſſuage or Farm known by the Name of *Sam*'s Farm, with the Barns, Stables, Outhouſes, Gardens, Orchards, and ſeveral Parcels of arable Land, Meadow, Paſture, and Woodland thereunto belonging, or therewith uſed or enjoyed, containing together by Eſtimation 600 Acres, more or leſs, ſituate, lying and being in the ſaid ſeveral Pariſhes of *Loke*, *Newd* and *Olden*, or one of them, and ſome time heretofore in the Tenure or Occupation of *Paul Archer*, but now or late of *Vincent Veal*, his Under-Tenants or Aſſigns, and by and out of all thoſe ſeveral Pieces or Parcels of freſh Marſh-Land, with their Appurtenances, containing in the whole by Eſtimation; [*Here follow many more Parcels*] To have, hold, receive, perceive, take and enjoy the ſaid Annuity, yearly Rent

to be paid during the Joint Lives of Grantor and Grantee, or Sum of 400 *l.* and every Part thereof, unto the ſaid *David Dent* and his Aſſigns, for and during the Joint Lives of them the ſaid *Auſtin Archer* and *David Dent*; the ſame

ſame Annuity to be paid and payable to him the ſaid *David Dent* and his Aſſigns, at or in the common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, by four equal quarterly Payments, on the four ſeveral Days of Payment next herein after mentioned, that is to ſay, on the tenth Day of *June*, the tenth Day of *September*, the tenth Day of *December*, and the tenth Day of *March* in every Year, by even and equal Portions, without any Deduction, Defalcation or Abatement out of the ſame, or any Part thereof, for or in reſpect of any Taxes, Charges, Aſſeſſments, Payments, or other Matter, Cauſe or Thing whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the Premiſſes, or any Part thereof, or upon the ſaid *David Dent* or his Aſſigns, for or in reſpect thereof, or of the ſaid Annuity or yearly Rent of 400*l.* by Authority of Parliament or otherwiſe howſoever; the firſt Payment thereof to begin and be made on the tenth Day of *June* next enſuing the Date hereof; and that in caſe the ſaid Annuity, yearly Rent or Sum of 400*l.* or any Part thereof, ſhall happen to be behind or unpaid by the Space of fourteen Days next over or after any of the ſaid quarterly Days of Payment, whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often, and from Time to Time, it ſhall and may be lawful to and for the ſaid *David Dent* and his Aſſigns, into and upon the ſaid Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments, or into and upon any Part thereof, to enter and diſtrain for the ſame Annuity or yearly Sum of 400*l.* and all Arrears thereof, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and detain and keep, or otherwiſe to diſpoſe thereof, according to due Courſe of Law, until he the ſaid *David Dent* and his Aſſigns, of the ſaid Annuity, yearly Rent or Sum of 400*l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof, at the Days and Times in that Behalf afore-mentioned, ſhall be fully ſatisfied and paid: Provided always, that in caſe the ſaid Annuity, yearly Rent or Sum of 400*l.* or any Part thereof, ſhall happen to be behind or unpaid by the Space of twenty-eight Days next over or after any of the ſaid quarterly Days of Payment, whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *David Dent* and his Aſſigns, into and upon the aforeſaid Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments, or into and upon any Part thereof, in the Name of the whole to enter, and the ſame to have, hold and enjoy, and the Rents and Profits thereof, and of every Part thereof, to receive and take, to and for his and their own Uſe and Benefit, until he or they ſhall be thereby or therewith, or otherwiſe fully ſatisfied, contented, and paid the ſaid Annnity, yearly Rent or Sum of 400*l.* and all Arrears thereof, and alſo ſo much of the ſame Annuity as ſhall incur and grow due during ſuch Time as he the ſaid *David Dent* or his Aſſigns ſhall continue in poſſeſſion of the Premiſſes after ſuch Entries as aforeſaid, and alſo all ſuch Loſs, Coſts, Charges, Damages and Expences, as ſhall be occaſioned by Non-payment thereof, or of any Part thereof, at the Days and Times aforeſaid. And the ſaid *Auſtin Archer* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *David Dent*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Auſtin Archer*, his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *David Dent* and his Aſſigns, for and during the Joint Lives of them the ſaid *Auſtin Archer* and *David Dent*, the ſaid Annuity, yearly Rent or Sum of 400*l.* free and clear of and from all Taxes, Charges, and other Deductions whatſoever, Parliamentary or otherwiſe, at the Days and Times, and in Manner and Form herein before limited or appointed for Payment thereof. And this Indenture farther witneſſeth, that for the Conſideration aforeſaid, and for the farther, better and more effectual ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 400*l.* at the Days and Times, and in Manner aforeſaid, and in conſideration of the Sum of 10*s.* of like Money to the ſaid *Auſtin Archer* in hand paid by the ſaid Sir *Francis Fox* and *John Fox*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Auſtin Archer* hath granted, bargained, ſold and demiſed, and by theſe Preſents doth grant, bargain, ſell and demiſe unto the ſaid Sir *Francis Fox* and *John Fox*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Manors, capital Meſſuages, Meſſuages, Farms, Lands,

free from Taxes, &c.

Power to diſtrain, &c. in default of Payment.

On farther Default of Payment, Power to enter and enjoy.

The Grantor covenants to pay duly.

A Demiſe of the ſame Lands to Truſtees for a Term, for the better ſecuring the Payment.

General Words. Lands, Tenements and Hereditaments before mentioned, with their and every of their Rights, Members and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of the ſame Manors, Meſſuages, Lands, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof; To have and to hold the ſaid Manors, capital Meſſuages, Meſſuages, Farms, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, mentioned or intended to be hereby demiſed, with their and every of their Appurtenances, unto the ſaid Sir *Francis Fox* and *John Fox*, their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date hereof, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing and fully to be compleat and ended, without Impeachment of Waſte, upon the Truſts, and under and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, in Truſt to permit and ſuffer the ſaid *Auſtin Archer*, his Heirs and Aſſigns, to receive and take the Rents and Profits of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, and of every of them, and of every Part thereof, to and for his and their own Uſe and Benefit, until Default ſhall happen to be made, of or in Payment of the ſaid Annuity, yearly Rent or Sum of 400*l.* or ſome Part thereof, at the Days and Times therein limited and appointed for Payment thereof; and upon this farther Truſt, that in caſe the ſame Annuity, yearly Rent or Sum of 400*l.* or any Part thereof, ſhall happen to be behind and unpaid by the Space of forty Days next over or after any of the ſaid Days or Times of Payment, whereon the ſame is herein before appointed to be paid as aforeſaid, being lawfully demanded, then and ſo often it ſhall and may be lawful to and for the ſaid *Francis Fox* and *John Fox*, their Executors, Adminiſtrators and Aſſigns, from Time to Time, by and out of the Rents, Iſſues and Profits of the ſaid Manors, capital Meſſuages, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or by Demiſing, Leaſing or Mortgaging the ſame Premiſſes, or any Part thereof, for all or any Part of the ſaid Term of ninety-nine Years, therein, or by ſuch other Ways or Means as to them the ſaid Sir *Francis Fox* and *John Fox*, their Executors, Adminiſtrators or Aſſigns ſhall ſeem meet, to raiſe and levy ſuch Sum and Sums of Money as ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid Annuity, yearly Rent or Sum of 400*l.* or ſo much thereof as ſhall from Time to Time ſo happen to be in Arrear and unpaid; together alſo with all ſuch Loſs, Coſts and Charges, Damages and Expences, as he the ſaid *David Dent*, or the ſaid Sir *Francis Fox* and *John Fox*, their Executors, Adminiſtrators or Aſſigns, or any of them, ſhall ſuſtain, expend or be put unto, for or by reaſon of the Non-payment of the ſame Annuity at the Days and Times, and in manner herein before in that Behalf mentioned, and ſhall and do pay, apply and diſpoſe of the ſame Monies accordingly; and ſhall and do permit and ſuffer the ſaid *Auſtin Archer*, his Heirs and Aſſigns, to receive and take the Reſidue and Overplus of the Rents, Iſſues and Profits of the Premiſſes, over and above ſo much thereof as ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid Annuity, yearly Rent or ſum of 400*l.* and all Arrears thereof, and all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts, to and for his and their own Uſe and Benefit. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Deceaſe of either of them the ſaid *Auſtin Archer* and *David Dent*, and Payment of all Arrears which ſhall be then due of the ſaid Annuity, yearly Rent or Sum of 400*l.* (if any ſuch ſhall then happen to be) and all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts, then and from thenceforth the ſaid Term of ninety-nine Years, of and in the Premiſſes, or ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, *&c.*

Habendum

for a long Term *ſans* Waſte, upon Truſts, *&c.* after mentioned, *viz.* to permit the Grantor to enjoy till Default of Payment, and then to raiſe the Money for the Grantee,

and all Coſts, *&c.*

and to permit the Grantor, *&c.* to receive the Reſidue of the Rents, *&c.*

Proviſo for ceaſing the Term.

A Grant

A Grant of an Annuity for the Life of the Grantee, with a Power to diſtrain in certain Lands. A Demiſe of thoſe Lands, and an Aſſignment of Leaſehold-Intereſts to Truſtees for the Grantee, for the better Payment of the Annuity. An Agreement that the Grantor ſhall keep, and on Requeſt produce, the Counterparts of Leaſes. N° 5.

THIS Indenture tripartite, made the fourth Day of *April Anno Domini* 1723, and in the ninth Year of the Reign of our Sovereign Lord *George*, *&c.* between *Andrew Aſtry* of *Bradden* in the County of *Cardigan* Eſq; of the firſt Part, Dame *Diana Dent* of the Pariſh of *Enden* in the County of *Flint*, eldeſt Daughter of Sir *Guy Gale* Knight, deceaſed, by Dame *Helena* his Wife, of the ſecond Part, *John Joy* Eſq; and *Kenelm Gale* of *Luſan* in the County of *Monmouth* Eſq; of the third Part. Whereas the ſaid Dame *Diana Dent* hath contracted and agreed with the ſaid *Andrew Aſtry* for the Purchaſe of the Annuity, yearly Rent or Sum of 600*l.* of lawful Money of *Great Britain*, herein after mentioned to be to her granted for her Life, for the Price or Sum of 6000*l.* of like Money: Now this Indenture witneſſeth, that in purſuance of the ſaid Agreement, and for and in conſideration of the Sum of 6000*l.* of lawful Money of *Great Britain*, to the ſaid *Andrew Aſtry* in hand paid by the ſaid Dame *Diana Dent*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *Andrew Aſtry* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid Dame *Diana Dent*, her Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *Andrew Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, grant, bargain, ſell and confirm unto the ſaid Dame *Diana Dent* and her Aſſigns, for and during the Term of her natural Life, one Annuity, yearly Rent or Sum of 600*l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe, impoſed or to be impoſed by any Act of Parliament made or to be made, to be iſſuing, going, had, received and taken by and out of the ſeveral Meſſuages or Tenements, Pieces or Parcels of Ground and Hereditaments herein after mentioned, to be hereby demiſed and aſſigned reſpectively, and to be paid and payable at or in the common Dining-Hall of *Lincoln's Inn* in the ſaid County of *Middleſex*, Yearly and every Year, at or upon the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John Baptiſt*, St. *Michael* the Archangel, and the Birth of our Lord Chriſt, by even and equal Portions; the firſt Payment thereof to begin and to be made upon the Feaſt-day of the Nativity of St. *John* the Baptiſt next enſuing the Date hereof. And the ſaid *Andrew Aſtry* doth hereby for himſelf and his Heirs farther grant, that in caſe the ſaid Annuity, yearly Rent or Sum of 600*l.* or any Part thereof, ſhall happen to be behind or unpaid by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days of Payment, whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid Dame *Diana Dent*, into and upon all and every the ſaid Meſſuages or Tenements, Pieces or Parcels of Ground and Hereditaments herein after mentioned to be hereby demiſed and aſſigned reſpectively, or into or upon any Part thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to diſpoſe thereof, according to due Courſe of Law, until ſhe the ſaid Dame *Diana Dent* of the ſaid Annuity, yearly Rent or Sum of 600*l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times in that Behalf aforementioned, ſhall be fully ſatisfied and paid. And the ſaid *Andrew Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid Dame *Diana Dent*, her Executors, Adminiſtrators and Aſſigns, that he the ſaid *Andrew Aſtry*, his Heirs, Executors and Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid Dame *Diana Dent* and her Aſſigns, for and during the Term of her natural Life, the ſaid Annuity, yearly Rent or Sum of 600*l.* free and clear of and from all Taxes, Charges and Deductions

The Parties.

An Agreement for the Purchaſe of an Annuity recited.

The Conſideration and Grant of the Annuity for the Life of the Grantee;

where and when payable.

On Non-payment, Power to diſtrain.

The Grantor covenants duly to pay.

ductions whatſoever, Parliamentary or otherwiſe, at the Days and Times, and in ſuch Manner and Form, as are herein before mentioned for Payment thereof. And this Indenture farther witneſſeth, that for the Conſiderations aforeſaid, and for the farther, better and more effectual ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 600*l.* at the Days and Times, and in manner aforeſaid, and in conſideration of the Sum of 10*s.* of like Money to the ſaid *Andrew Aſtry* in hand paid by the ſaid *John Joy* and *Kenelm Gale*, at or before the Enſealing and Delivery hereof, the Receipt whereof is hereby acknowledged, he the ſaid *Andrew Aſtry* hath granted, bargained, ſold and demiſed, and by theſe Preſents doth grant, bargain, ſell and demiſe, unto the ſaid *John Joy* and *Kenelm Gale*, their Executors, Adminiſtrators and Aſſigns, all that Brick Meſſuage or Tenement, being a corner Meſſuage, ſituate on the North-ſide of *Newſtreet* and the Eaſt ſide of *Oldſtreet*, ſome Time heretofore erected and built by *Paul Pegg* or his Aſſigns, and alſo all thoſe ſix other brick Meſſuages or Tenements adjoining to the ſaid firſt mentioned Meſſuage, and ſituate on the Eaſt-ſide of *Oldſtreet* aforeſaid; [*Here follow more Parcels and Deſcriptions*] All which ſaid ſeveral Meſſuages or Tenements, Stables, Coach-houſes and Premiſſes, are ſituate, lying and being on the North-ſide of *Newſtreet* aforeſaid, the Eaſt-ſide of *Oldſtreet* aforeſaid, the South-ſide of *Rice-Row* aforeſaid, and the North-ſide of *Londonſtreet* aforeſaid, in the ſeveral Pariſhes of St. *Stephen* and St. *Thomas*, or one of them, in the County of *Middleſex*, and now are, or late or ſome Time were in the ſeveral Tenures, Poſſeſſions or Occupations of them the ſaid *Paul Pegg*, &c. [*Here Tenants Names*] or ſome of them, their or ſome of their reſpective Under-Tenants or Aſſigns, by Virtue of ſeveral Leaſes to them thereof reſpectively made for ſeveral Terms for Years yet in Being, at and under ſeveral yearly Ground-Rents, amounting in the whole to the yearly Sum of 70*l.* or thereabouts; and alſo all thoſe thirteen Meſſuages or Tenements, with the Gardens, Yards, Backſides, Alleys, Courts, Ways, Paſſages and Appurtenances thereunto belonging, or therewith uſed, occupied, poſſeſſed or enjoyed, ſituate, lying and being [*Here follow more Deſcriptions and Parcels*] within the ſaid ſeveral Pariſhes of St. *Stephen* or St. *Thomas*, or either of them, in the ſaid County of *Middleſex*, with their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid ſeveral Meſſuages or Tenements, Hereditaments, and other the Premiſſes, and of every of them, and of every Part and Parcel thereof; To have and to hold the ſaid ſeveral Meſſuages or Tenements, Ground, Hereditaments, and all and ſingular other the Premiſſes, with their Appurtenances, unto the ſaid *John Joy* and *Kenelm Gale*, their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date hereof, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing and fully to be compleat and ended, without Impeachment of Waſte, upon the Truſt, and under and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame. And whereas [*Here ſeveral Leaſehold-Intereſts belonging to the Grantor are recited*] Now this Indenture farther witneſſeth, that for the Conſiderations aforeſaid, and in conſideration of the farther Sum of 10*s.* of like Money to him the ſaid *Andrew Aſtry* in hand paid by the ſaid *John Joy* and *Kenelm Gale*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Andrew Aſtry* hath granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, bargain, ſell, aſſign and ſet over unto the ſaid *John Joy* and *Kenelm Gale*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid ſeveral Pieces or Parcels of Ground, Meſſuages or Tenements, Hereditaments and other the Premiſſes, in and by the ſaid three ſeveral recited Indentures of Leaſe, or any of them, demiſed and leaſed, or mentioned or intended to be thereby demiſed and leaſed, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Andrew Aſtry*, of, in, to or out of the ſaid ſeveral Pieces or Parcels of Ground, Meſſuages or Tenements, Hereditaments and other the Premiſſes laſt mentioned, or any of them, or any Part or Parcel thereof, by Force or Virtue of the ſaid three ſeveral recited Indentures

The Grantor, for the better Payment, demiſes to Truſtees.

The Parcels.

Leaſesrecited.

The Grantor aſſigns them to the ſame Truſtees.

tures of Leaſe, or the Meſne Aſſignments thereof, or any of them, or otherwiſe howſoever; To have and to hold the ſaid ſeveral laſt mentioned Pieces or Parcels of Ground, Meſſuages or Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby, or mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *John Joy* and *Kenelm Gale*, their Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid three ſeveral Terms of ninety Years, ninety Years, and ninety Years therein reſpectively; upon the Truſt nevertheleſs, and under and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared, of and concerning the ſame. And it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them, and of theſe Preſents, that the aforeſaid Demiſe and Aſſignment hereby made or mentioned to be made of the ſaid ſeveral Pieces or Parcels of Ground, Meſſuages, or Tenements, Hereditaments and other the Premiſſes, unto the ſaid *John Joy* and *Kenelm Gale*, their Executors, Adminiſtrators and Aſſigns reſpectively as aforeſaid, are and were ſo made: Upon this ſpecial Truſt and Confidence, and to the Intent and Purpoſe, that in caſe the ſaid Annuity, yearly Rent or Sum of 600*l.* or any Part thereof, ſhall happen to be behind or unpaid to her the ſaid Dame *Diana Dent* or her Aſſigns, by the Space of forty Days next over or after any of the ſaid Feaſts or Days of Payment, whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often they the ſaid *John Joy* and *Kenelm Gale*, their Executors, Adminiſtrators and Aſſigns, ſhall and may, by and out of the yearly Rents, Iſſues and Profits of the ſaid Meſſuages or Tenements, Ground, Hereditaments and Premiſſes ſo to them demiſed and aſſigned reſpectively as aforeſaid by Sale or Mortgage of the ſaid Terms hereby demiſed or aſſigned, of and in the aforeſaid Premiſſes, or of and in any or a competent Part thereof, or by ſuch other Ways or Means as they the ſaid Truſtees or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy ſuch Sum and Sums of Money, as ſhall be ſufficient from Time to Time to pay and ſatisfy unto her the ſaid Dame *Diana Dent* and her Aſſigns, during her natural Life, the ſaid Annuity, or yearly Rent or Sum of 600*l.* or ſo much thereof as ſhall from time to time ſo happen to be in arrear and unpaid; together alſo with all ſuch Coſts, Charges, Damages and Expences, as ſhe the ſaid Dame *Diana Dent*, or the ſaid *John Joy* and *Kenelm Gale*, her Truſtees, their Executors and Adminiſtrators, or any of them, ſhall ſuſtain, expend or be put unto for or by reaſon of the Non-payment thereof at the Days and Times, and in manner firſt herein before in that Behalf mentioned, and ſhall and do pay, apply and diſpoſe of the ſame accordingly. Provided always nevertheleſs, that it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That from and after the Deceaſe of her the ſaid Dame *Diana Dent*, and Payment of all Arrears which ſhall be then due of the ſaid Annuity, yearly Rent or Sum of 600*l.* (if any ſuch ſhall then happen to be) together with all Coſts, Charges, Damages and Expences attending the Execution of the aforeſaid Truſt, then and at all Times from thenceforth the aforeſaid Demiſe and Aſſignment hereby made or intended to be made of the ſaid ſeveral Meſſuages or Tenements, Ground, Hereditaments, and other the Premiſſes reſpectively as aforeſaid (ſaving only as to ſuch Part or Parts of the Premiſſes as ſhall or may be ſo mortgaged or ſold as aforeſaid, for the raiſing of any Arrears of the ſaid Annuity, if any ſuch Mortgage or Sale then ſhall be) ſhall ceaſe, determine and be utterly void to all Intents and Purpoſes; any Thing herein contained to the contrary notwithſtanding. And the ſaid *Andrew Aſtry* doth for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid Dame *Diana Dent*, her Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, that he the ſaid *Andrew Aſtry* hath at the Time of the Enſealing and Delivery of theſe Preſents in himſelf good Right, full Power and lawful and abſolute Authority to grant, bargain, ſell and confirm unto her the ſaid Dame *Diana Dent* for her natural Life the ſaid Annuity, yearly Rent or Sum of 600*l.* in manner aforeſaid; and alſo to demiſe and aſſign the ſaid ſeveral Meſſuages or Tenements, Ground, Hereditaments, and other the Premiſſes herein before mentioned, or intended to be hereby demiſed and aſſigned reſpectively as aforeſaid, with their Appurtenances, unto them the ſaid *John Joy* and *Kenelm Gale*, their Executors, Adminiſtrators

Habendum during the Terms;

ſubject to the Agreement, &c.

The Declaration of Truſt,

If the Annuity be in Arrears

the Truſtees to raiſe it.

Proviſo for ceaſing the Demiſe and Aſſignment, on Death of Grantee, and Payment of Arrears.

The Grantor covenants that he hath Power to grant, &c.

Adminiſtrators and Aſſigns, upon the Truſt and ſubject to the Proviſo and Agreements aforeſaid (except as is herein after excepted): And further, that the ſaid ſeveral Meſſuages or Tenements, Pieces or Parcels of Ground, Hereditaments, and other the Premiſſes herein before by theſe Preſents demiſed and aſſigned reſpectively as aforeſaid, or mentioned or intended ſo to be, ſhall and may from time to time remain, continue and be, unto them the ſaid *John Joy* and *Kenelm Gale*, their Executors, Adminiſtrators and Aſſigns, for all the Reſidue of the ſaid ſeveral and reſpective Terms of ninety Years, ninety Years, and ninety Years therein reſpectively, upon the Truſt and for the Intent and Purpoſe, and under and ſubject to the Proviſo and Agreements aforeſaid; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Andrew Aſtry*, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of or by any other Perſon or Perſons whomſoever (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by him the ſaid *Andrew Aſtry*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſover, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Andrew Aſtry*, his Heirs, Executors, Adminiſtrators or Aſſigns, or by any other Perſon or Perſons whomſoever (except the ſaid Eſtate for Life of the ſaid Dame *Anne Aſtry*, of and in the ſaid Meſſuages or Tenements, Ground, Hereditaments and Premiſſes herein before mentioned to have been given and deviſed to her for her Life by the ſaid Sir *Andrew Aſtry*, in and by his ſaid laſt Will and Teſtament as aforeſaid, and alſo except the ſeveral Leaſes of the Premiſſes whereupon the ſeveral Ground-Rents aforementioned are reſpectively reſerved). And moreover, that he the ſaid *Andrew Aſtry*, his Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, into or out of the Premiſſes mentioned, or intended to be hereby demiſed and aſſigned reſpectively as aforeſaid, or any of them, or any Part thereof (except the ſaid Dame *Anne Aſtry*, for and in reſpect only of her ſaid excepted Eſtate and Intereſt for Life, of and in ſuch Part of the Premiſſes as were deviſed to her by the ſaid Sir *Andrew Aſtry* as aforeſaid, and alſo except the Tenants or Leſſees of the Premiſſes, their Executors, Adminiſtrators and Aſſigns, for and in reſpect only of their ſaid accepted Leaſes, whereon the aforeſaid Ground-Rents are reſerved) ſhall and will from time to time, and at all Times during the Life of her the ſaid Dame *Diana Dent*, and at her reaſonable Requeſt, make, do and execute, or cauſe to be made, done and executed, any further or other lawful and reaſonable Acts, Deeds and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the better and more abſolute Granting and Aſſuring of the ſaid Annuity, yearly Rent or Sum of 600*l.* unto her the ſaid Dame *Diana Dent* for her natural Life, in manner aforeſaid, and alſo for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid ſeveral Meſſuages or Tenements, Ground, Hereditaments, and other the Premiſſes hereby, or mentioned or intended to be hereby demiſed and aſſigned reſpectively as aforeſaid, with their Appurtenances, unto them the ſaid *John Joy* and *Kenelm Gale*, their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid ſeveral and reſpective Terms of ninety-nine Years, ninety Years, ninety Years, and ninety Years therein reſpectively, upon the Truſt and ſubject to the Proviſo and Agreements aforeſaid, as by the ſaid Dame *Diana Dent*, or her Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required. And it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that in the mean time, and until Default ſhall happen to be made of or in Payment of the ſaid Annuity, yearly Rent or Sum of 600*l.* or any Part thereof, by the Space of twenty-eight Days next over or after any of the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid as aforeſaid, it ſhall and may be lawful to and for the ſaid *Andrew Aſtry*, his Heirs, Executors

and that the Truſtees ſhall quietly enjoy,

free from Incumbrances.

Exceptions.

and for further Aſſurances.

Until Default of Payment the Grantor to enjoy.

Executors and Adminiſtrators, peaceably and quietly to have, hold and enjoy all and every the aforeſaid Premiſſes, and to receive and take the Rents and Profits thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial or Interruption, of or by the ſaid Dame *Diana Dent*, *John Joy* and *Kenelm Gale*, or any of them, their or any of their Executors, Adminiſtrators or Aſſigns reſpectively. And whereas it hath been agreed between the ſaid Parties to theſe Preſents, that the Counterparts of the ſeveral Leaſes of the aforeſaid Premiſſes whereupon the Ground-Rents aforementioned are reſpectively reſerved, ſhould remain and continue in the Hands of the ſaid *Andrew Aſtry*, his Heirs, Executors or Adminiſtrators, for the mutual Benefit of the Parties to theſe Preſents, in conſideration whereof the ſaid *Andrew Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid Dame *Diana Dent*, her Executors, Adminiſtrators and Aſſigns, that he the ſaid *Andrew Aſtry*, his Heirs, Executors or Adminiſtrators, ſhall and will at any Time or Times hereafter, at the Requeſt of the ſaid Dame *Diana Dent*, her Executors, Adminiſtrators or Aſſigns, produce and ſhew forth, or cauſe to be produced and ſhewn forth, unto the ſaid Dame *Diana Dent* and her Truſtees, or any of them, in any Court of Law or Equity, or otherwiſe, as Occaſion ſhall be and require, all and every or any the Counterparts of the aforeſaid Leaſes of the Premiſſes, or any Part thereof, for the better enabling her and them, or any of them (in caſe Default ſhall happen to be made, of or in Payment of the ſaid Annuity, yearly Rent or Sum of 600*l.* or any Part thereof, at the Days and Times, and in manner aforeſaid) to demand, ſue for, recover and receive all and every or any the Rents reſerved upon the ſaid reſpective Leaſes, or any of them, and to take all proper Remedies for the ſame by way of Diſtreſs, Entry, or otherwiſe, as Occaſion ſhall require, according to the true Intent and Meaning of theſe Preſents. In witneſs, *&c.*

Recital that the Grantor is (by Agreement) to keep the Counterparts of Leaſes.

He covenants to produce them on Requeſt.

A Deed of Grant, Bargain, &c. *of Fee-Farm Rents to Truſtees for a Feme Covert, to be at her ſeparate Diſpoſal, being purchaſed with her ſeparate Eſtate, by her Huſband's Conſent, who is one of her Truſtees.* N° 6.

THIS Indenture tripartite, made the tenth Day of *October Anno Domini* 1733. and in the ſeventh Year of the Reign of our ſovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, &c. between *Adam Aſtry* of *Bitton* in the Pariſh of *Cadwell* in the County of *Dorſet*, Eſq; Brother and Heir of *Edmund Aſtry* deceaſed, who was eldeſt Son and Heir of *Edmund Aſtry* his late Father alſo deceaſed, who was Son and Heir of *Flora Aſtry* late Wife of *Edmund Aſtry*, both deceaſed, and which ſaid *Flora* was the Siſter and Heir of *Guy Glynne*, who was Nephew and Heir of *Henry Glynne*, both alſo deceaſed, of the firſt Part; the Right Honourable *John* Earl *Kennington*, and the moſt Noble *Leonora* Ducheſs of *Morden* his Wife, of the ſecond Part; and Sir *Nathaniel Norris* of *Onſen* in the County of *Pembroke* Bart. and *Richard Rich* of *Sim* in the County of *Wilts* Eſq; of the third Part. Whereas by Indenture tripartite duly inrolled in Chancery, bearing Date on or about the twelfth Day of *May* which was in the Year of our Lord 1732. and made or mentioned to be made between *Xerxes Aſtry* Citizen and Goldſmith of *London* of the firſt Part, the ſaid *Adam Aſtry* of the ſecond Part, and *Zacheus Zouch* of *Aſhfield* in the ſaid County of *Wilts* Eſq; of the third Part, the Annual and Fee-Farm Rents, or other Rents and Hereditaments herein after mentioned to be hereby granted, bargained and ſold, are and were conveyed and aſſured, or mentioned or intended to be conveyed and aſſured, unto and to the Uſe of the ſaid *Zacheus Zouch*, his Heirs and Aſſigns by way of Mortgage in Fee, ſubject to a Proviſo therein mentioned for Redemption of the ſame Rents and Hereditaments on Payment by the ſaid *Adam Aſtry*, his Heirs, Executors and Adminiſtrators, unto the ſaid *Zacheus Zouch*, his Heirs, Executors, Adminiſtrators or Aſſigns, of the Sum of 8000*l.* Principal Money, together with Intereſt for the ſame after the Rate of 4*l.* *per Cent. per Annum*, on the twelfth Day of *May* which will be in the Year of our Lord 1735. as by the ſaid recited Indenture may more fully appear. And whereas the ſaid *Leonora* Ducheſs of *Morden*, with the Privity, Conſent and Approbation of

The Parties.

A Mortgage in Fee of the Fee Farm Rents, by Deed inrolled, recited.

An Agreement for the abſolute Purchaſe of the ſame by a Feme Covert (with her Huſband's Conſent) out of her ſeparate Eſtate,

of the ſaid *John* Earl *Kennington* her Huſband (teſtified by his being Party to, and his Sealing and Delivery of theſe Preſents) hath contracted and agreed with the ſaid *Adam Aſtry* for the abſolute Purchaſe of the ſaid Annual and Fee-Farm Rents, or other Rents and Hereditaments herein after granted, bargained and ſold, or mentioned ſo to be, and the Equity of Redemption thereof, for the Sum or Price of 12196*l.* of lawful Money of *Great Britain*, to be paid by her the ſaid Ducheſs of *Morden*, by and out of her own ſeparate Monies and Eſtate, with Intent that the ſaid purchaſed Rents and Hereditaments ſhould be conveyed and aſſured unto

to be conveyed to Truſtees for her ſeparate Uſe;

and to the Uſe of them the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their Heirs and Aſſigns, in Truſt for her the ſaid Ducheſs of *Morden*, for her ſole and ſeparate Uſe and Benefit, and to be at her own ſole and ſeparate Diſpoſe, notwithſtanding her Coverture, in manner in that Behalf herein after mentioned; which ſaid Sum of 12196*l.* is to be paid in manner following (that is to ſay) the Sum of 4196*l.* Part thereof, is to be paid unto the ſaid *Adam Aſtry*, and

and the Purchaſe Money to be paid, Part to the Vendor, and the Reſidue in Diſcharge of the Mortgage.

the Sum of 8000*l.* Reſidue thereof, in Diſcharge and Satisfaction of the ſaid Principal Money, due and owing on the ſaid recited Mortgage, and all Intereſt due, or to grow due for the ſame 8000*l.* from *Lady-day* now laſt paſt, is alſo to be paid off and diſcharged by the ſaid *Leonora* Ducheſs of *Morden*, her Heirs or Aſſigns, by and out of her or their own ſeparate Monies and Eſtate; he the ſaid *Adam Aſtry* having agreed that ſhe the ſaid Ducheſs ſhall have, take and receive to her own Uſe the ſaid Rents, and all the Profits, Produce and Benefit thereof, to ariſe and grow due from *Lady Day* now laſt paſt: Now this Indenture witneſſeth, that in purſuance of

The Conſideration

the ſaid recited Contract and Agreement, and for and in conſideration of the Sum of 12196*l.* of lawful Money of *Great Britain* (Part of the ſaid ſeparate Monies and Eſtate of the ſaid *Leonora* Ducheſs of *Morden*)

to be paid *ut ſupra.*

paid or to be paid by her the ſaid Ducheſs, with the Privity, Conſent and Approbation of the ſaid *John* Earl *Kennington* (teſtified as aforeſaid) in the Proportions and Manner following, that is to ſay, the Sum of 4196*l.* Part thereof, to the ſaid *Adam Aſtry*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *Adam Aſtry* doth hereby acknowledge, and thereof and of every Part thereof doth hereby acquit, releaſe and diſcharge the ſaid *Leonora* Ducheſs of *Morden*, and alſo the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, her Truſtees, and every of them, their and every of their Heirs, Executors, Adminiſtrators and Aſſigns for ever by theſe Preſents, and for and in conſideration of the Sum of 8000*l.* Reſidue of the ſaid 12196*l.* at the Requeſt and by the Direction of the ſaid *Adam Aſtry* (teſtified by his executing theſe Preſents) to be paid by her the ſaid Ducheſs, in Diſcharge and Satisfaction of the principal Money due on the ſaid recited Mortgage (the growing Intereſt whereof from and after *Lady Day* now laſt paſt is alſo to be paid and ſatisfied by the ſaid *Leonora* Ducheſs of *Morden*, her Heirs or Aſſigns as aforeſaid); and alſo for and in conſideration of the Sum of 10*s.* of like lawful Money, to the ſaid *Adam Aſtry* in hand paid by the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, at or before the Execution of theſe Preſents,

The Grant, &c.

the Receipt whereof is hereby acknowledged, he the ſaid *Adam Aſtry* hath granted. bargained, ſold and confirmed, and by theſe Preſents doth at the Nomination and by the Direction and Appointment of the ſaid *Leonora* Ducheſs of *Morden* grant, bargain, ſell and confirm unto the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their Heirs and Aſſigns, all that Fee-Farm or yearly Rent of 26*l.* iſſuing or payable out of or for the Rectory aud Church of *Bardon* in the County of *Cardigan*, heretofore granted amongſt other Things unto *Duncan Dent* and *Edward Ent*, and their Heirs for ever, by Letters Patent of the late King *James* the Firſt under the Great Seal of *England*, bearing Date the thirteenth Day of *September* in the ſixth Year of his Reign, over *England*, &c. under the yearly Rent of 26*l.* payable at the Feaſts of the Annunciation of the Bleſſed Virgin *Mary* and St.

General Words.

Michael the Archangel, by equal Portions; aad alſo all that [*Here follow many more Parcels of Rent*] and the Reverſion and Reverſions, Remainder and Remainders, and yearly Profits and Produce of the ſaid Rents, Hereditaments and Premiſſes herein before granted, bargained and ſold, or mentioned ſo to be, and of every of them and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Equity of Redemption, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *Adam Aſtry*, of, into or out of the ſame Rents, Hereditaments

Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; And alſo all Powers and Remedies whatſoever for Recovery of the ſame Rents, every or any of them; and alſo all Deeds, Evidences and Writings, touching or in any wiſe concerning the ſame Premiſſes or any Part thereof, which he the ſaid *Adam Aſtry* now hath in his Cuſtody or can come by without Suit in Law, together with true Copies of all ſuch other Deeds, Evidences and Writings, as concern the ſame Premiſſes or any Part thereof, jointly with any other Rents, Lands or Hereditaments; the ſame Copies to be written and taken out at the Coſts and Charges of the ſaid Ducheſs of *Morden*, her Heirs or Aſſigns; To have and to hold the ſaid Rents and Hereditaments, and all and ſingular the Premiſſes hereby granted, bargained and ſold, or mentioned ſo to be, with their Appurtenances, unto the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their Heirs and Aſſigns, to and for the Uſe and Behoof of them the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, and of their Heirs and Aſſigns for ever, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, as are herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, upon Truſt that they the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their Heirs and Aſſigns, ſhall and do during the natural Life of the ſaid *Leonora* Ducheſs of *Morden* pay, apply and diſpoſe of the aforeſaid Rents, and the clear yearly Produce thereof, as the ſame ſhall from Time to Time ariſe and be received, unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, as ſhe the ſaid *Leonora* Ducheſs of *Morden*, notwithſtanding her Coverture, ſhall by any Note or Writing under her Hand direct or appoint; and in default of and until ſuch Direction and Appointment, unto the proper Hands of her the ſaid Ducheſs of *Morden*; or otherwiſe ſhall and do permit and ſuffer her to receive and take the ſame to and for her own ſole and ſeparate Uſe and Benefit, and her Receipt, or the Receipts of the Perſon or Perſons to whom ſhe ſhall appoint the ſame to be paid, under her or their reſpective Hand or Hands, ſhall from Time to Time, notwithſtanding her Coverture, be good and ſufficient Diſcharges for the aforeſaid Rents unto the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipts ſhall reſpectively be given; To the Intent the ſaid Rents, or any Part thereof, may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts or Engagements of the ſaid *John* Earl *Kennington*, or any after taken Huſband of her the ſaid *Leonora* Ducheſs of *Morden*, but only at her own ſole and ſeparate Diſpoſe: And upon this farther Truſt, that they the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their Heirs and Aſſigns, ſhall and do convey and diſpoſe of the ſaid Rents, Hereditaments and Premiſſes herein before granted, bargained and ſold, or mentioned ſo to be, and every Part thereof, with their Appurtenances, unto ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, Uſes, Intents and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Leonora* Ducheſs of *Morden* from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Deed or Deeds, Writing or Writings, under her Hand and Seal, atteſted by three or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, ſhall direct, limit, give or appoint the ſame: And in default of ſuch Direction, Limitation, Gift and Appointment, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, and as to ſuch Part or Parts of the Premiſſes, whereof no ſuch Direction, Limitation, Gift or Appointment ſhall be made, To and to the Uſe of the Right Honourable the Lady *Flora Kennington*, youngeſt Daughter of the ſaid *Leonora* Ducheſs of *Morden*, by the ſaid *John* Earl *Kennington*, and the Heirs and Aſſigns of the ſaid Lady *Flora* for ever. And the ſaid *Adam Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their Heirs and Aſſigns, in Manner and Form following (that is to ſay) That for and notwithſtanding any Act, Matter or Thing whatſoever, by the ſaid *Adam Aſtry*, *Edmund Aſtry* his late Brother, *Edmund Aſtry* their late Father, *Flora Aſtry*, *Guy Glynne* and *Henry Glynne*,

Remedies, Deeds.

Habendum to the Truſtees (Grantees) in Fee,

upon Truſt

to apply the Profits as *Ceſtuy que Truſt* ſhall direct;

or to permit her to receive the ſame, her Receipt to be ſufficient.

The Rents not to be liable to the Controul, &c. of any Huſband;

and upon Truſt to diſpoſe of the Premiſſes as ſhe ſhall direct.

And for want of her Direction,

to her youngeſt Daughter in Fee.

The Grantor covenants with the Grantees (the Truſtees) that notwithſtanding the Acts of himſelf and Anceſtors,

Glynne, or any of them, or by any other of the Anceſtors of the ſaid *Adam Aſtry*, done, committed, or wittingly or willingly ſuffered to the contrary, he the ſaid *Adam Aſtry* now is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee, of and in the ſaid Rents, Hereditaments and Premiſſes herein before granted, bargained and ſold, or mentioned ſo to be, with their Appurtenances, of a good, ſure, lawful, abſolute and indefeazible Eſtate of Inheritance in Fee-ſimple to him and his Heirs, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber or determine the ſame (except as is herein after excepted); and alſo that he the ſaid *Adam Aſtry* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) now hath in himſelf good Right, full Power, and lawful and abſolute Authority to grant, bargain and ſell the ſame Rents, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their Heirs and Aſſigns, in manner aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents (except as is herein after excepted). And further, that it ſhall and may be lawful to and for the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their Heirs and Aſſigns, from Time to Time, and at all Times, from and after *Lady-day* now laſt paſt, peaceably and quietly to have, hold and enjoy the ſame Rents, Hereditaments and Premiſſes, with their Appurtenances, and to receive and take the ſame, and the Profits and Produce thereof, and of every Part thereof, upon the Truſts aforeſaid, without the lawful Let, Suit, Trouble, Denial or Interruption of or by the ſaid *Adam Aſtry*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt at Law or in Equity of, in, to or out of the ſame Rents, Hereditaments and Premiſſes, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under the ſaid *Edmund Aſtry*, the ſaid late Brother of the ſaid *Adam Aſtry*, the ſaid *Edmund Aſtry* their ſaid late Father, *Flora Aſtry*, *Guy Glynne* and *Henry Glynne*, or any of them, their or any of their Heirs or Aſſigns, or any other of the Anceſtors of the ſaid *Adam Aſtry* (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Adam Aſtry*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Adam Aſtry*, *Edmund Aſtry* his late Brother, *Edmund Aſtry* their late Father, *Flora Aſtry*, *Guy Glynne* and *Henry Glynne*, or any of them, their or any of their Heirs or Aſſigns, or by any other of the Anceſtors of the ſaid *Adam Aſtry*, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in Truſt for them or any of them, or their or any of their Act, Means, Aſſent, Conſent or Procurement (other than and except the ſaid recited Mortgage and Security unto the ſaid *Zacheus Zouch*, for the ſaid Principal Sum of 8000*l.* and Intereſt); which ſaid 8000*l.* together with all Intereſt which from and after *Lady-day* now laſt paſt is already grown due, or ſhall grow due for the ſame, is to be paid off and diſcharged by the ſaid *Leonora* Ducheſs of *Morden*, her Heirs or Aſſigns, by and out of her own ſeparate Eſtate as aforeſaid. And the ſaid *John* Earl *Kennington* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Adam Aſtry*, his Heirs, Executors and Adminiſtrators, that ſhe the ſaid *Leonora* Ducheſs of *Morden*, her Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will pay off and diſcharge the ſame Principal Monies and Intereſt accordingly, and of and from the ſame and every Part ſhall and will ſave, defend, keep harmleſs and indemnified the ſaid *Adam Aſtry*, his Heirs, Executors and Adminiſtrators, and every of them, and his and their, and every of their Lands and Tenements, Goods and Chattels. And moreover, the ſaid *Adam Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree to and with the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris*

he is ſeiſed in Fee,

(with Exception)

and has Power to grant.

And for quiet Enjoyment,

free from Incumbrances,

except the Mortgage *ſupra*.

The Huſband (who is alſo one of the Truſtees) covenants that his Wife ſhall pay off the ſame, and to indemnify the Grantor.

The Grantor covenants to make further Aſſurances.

and *Richard Rich*, their Heirs and Aſſigns, that he the ſaid *Adam Aſtry* and his Heirs, and all and every other Perſon and Perſons, having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, at Law or in Equity, of, in, to or out of the ſaid Rents, Hereditaments and Premiſſes hereby granted, bargained and ſold, or mentioned ſo to be, or any of them, or any Part thereof, from, by or under, or in Truſt for him or them, or from, by or under the ſaid *Edmund Aſtry* his late Brother, *Edmund Aſtry* their late Father, *Flora Aſtry*, *Guy Glynne* and *Henry Glynne*, or any of them, or any other of the Anceſtors of the ſaid *Adam Aſtry* (except the ſaid *Zacheus Zouch*, his Heirs, Executors, Adminiſtrators and Aſſigns, for and in reſpect only of his ſaid recited Mortgage and Security) ſhall and will from Time to Time, and at all Times hereafter during the Space of ten Years next enſuing the Date hereof, upon every reaſonable Requeſt of the ſaid *Leonora* Ducheſs of *Morden*, or her ſaid Truſtees or any of them, their or any of their Heirs and Aſſigns, but at the Coſts and Charges of her the ſaid Ducheſs, her Heirs and Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all ſuch further and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Common Recovery, Deed inrolled, or otherwiſe howſoever, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſame Rents, Hereditaments and Premiſſes, with their Appurtenances, unto the Uſe of the ſaid *John* Earl *Kennington*, Sir *Nathaniel Norris* and *Richard Rich*, their Heirs and Aſſigns for ever, upon the Truſts aforeſaid, as by the ſaid *Leonora* Ducheſs of *Morden*, or her ſaid Truſtees, or any of them, her, their, or any of their Heirs or Aſſigns, or her, their, or any of their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. In witneſs, *&c.*

Infant. See **Petition.**

Leaſes.

A Leaſe for Years from one to one of Houſe and Lands in the Country, with a great Number of ſpecial Covenants, as in the Margin. Exception of Trees. N° 1.

THIS Indenture, made the twenty-fourth Day of *March Anno Domini* 1716, and in the ſecond Year of our Sovereign Lord *George*, *&c.* between *Alfred Aſton*, Citizen and Apothecary of *London*, of the one Part, and *Barnard Bigg* of *Crowton* in the County of *Derby*, Yeoman, of the other Part, witneſſeth, That for and in conſideration of the Rents, Covenants and Agreements herein after reſerved and contained, and which by and on the Part and Behalf of the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, are to be paid, done and performed, he the ſaid *Alfred Aſton* hath leaſed, ſet and to farm letten, and by theſe Preſents doth leaſe, ſet and to farm let, unto the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, All that Meſſuage, Tenement or Farm-houſe late in the Poſſeſſion of *Edward Bigg*, and thoſe two Cottages or Tenements now or late in the Poſſeſſion of *Felix Foot* and *George Gill*, or their Aſſigns, with the Appurtenances, all ſituate, ſtanding and being in the Pariſhes of *Harne* and *Crowton*, or one of them, in the ſaid County of *Derby*, together with all and ſingular the Yards, Gardens, Orchards, Backſides, Barns, Stables, Outhouſes, Edifices and Buildings thereunto belonging; And alſo all thoſe ſeveral Cloſes, Pieces or Parcels of Arable Land,

The Parties.

The Conſideration.

The Demiſe.

The Parcels.

General Words.

More Parcels.

Land, Ley, Meadow, Paſture, Wood and Wood-Ground, containing by Eſtimation 200 Acres, be they more or leſs, lying and being in the ſeveral Pariſhes, Fields, Precincts and Territories of *Crowton*, *Harne* and *Jont*, in the ſaid County of *Derby*, to the ſaid Meſſuage, Tenement or Farm-houſe belonging, and therewith held, occupied and enjoyed, as Part and Parcel thereof (except and always reſerved out of this preſent Leaſe unto the ſaid *Alfred Aſton*, his Heirs and Aſſigns, all Timber, Timber-like Trees, Spires, and all other Trees whatſoever but the Fruit-trees for their Fruit only, and the Pollard-trees for their Lops and Tops only, which now are, or at any Time or Times hereafter ſhall be ſtanding, growing and being in, upon or about the ſaid leaſed Premiſſes, or any Part thereof, with free Liberty of Ingreſs, Egreſs and Regreſs, to and for the ſaid *Alfred Aſton*, his Heirs or Aſſigns, Deputies, Servants and Workmen from Time to Time, and at all Times during the Term hereby leaſed, the ſame to fell, ſtock up, cut down, hew and carry away in and through the ſaid leaſed Premiſſes, or any Part thereof, doing no wilful Hurt or Damage in the Grain or Graſs of the ſaid *Barnard Bigg*, his Executors, Adminiſtrators or Aſſigns; and alſo except to the ſaid *Alfred Aſton*, his Heirs and Aſſigns, at all Times during the Term hereby leaſed, free Liberty to enter upon the Premiſſes, and every Part thereof, to view the Condition of the Repairs thereof); To have and to hold the ſaid Meſſuages, Cottages, Tenements or Farm-houſe, Cloſes and Pieces and Parcels of Arable Land, Ley, Meadow, Paſture-Ground and Premiſſes, with their Appurtenances (except before excepted) unto the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *Michael* the Archangel next enſuing the Date hereof, for and during, and unto the full End and Term of fourteen Years from thence next enſuing, and fully to be compleat and ended; Yielding and paying therefore Yearly and every Year, during the ſaid Term, unto the ſaid *Alfred Aſton*, his Heirs or Aſſigns, at or in his now Dwelling-houſe ſituate in *King Street London*, the yearly Rent or Sum of 80*l.* of lawful Money of *Great Britain*, at the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the Annunciation of the Bleſſed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Portions; the firſt Payment thereof to begin and to be made on the Feaſt-day of the Annunciation of the Bleſſed Virgin *Mary* next enſuing the Date hereof; and alſo yielding and paying therefore Yearly and every Year during the ſaid Term, unto the ſaid *Alfred Aſton*, his Heirs and Aſſigns, at the Days and Place, and in manner aforeſaid (over and above the ſaid yearly Rent of 80*l.* herein before reſerved) for every Acre of Meadow, Paſture-Ground or Hedge-Greens hereby leaſed, that the ſaid *Barnard Bigg*, his Executors, Adminiſtrators or Aſſigns, ſhall ear, plough, dig up, or convert into Tillage, the Sum of 5*l.* of like Money, and ſo proportionably after that Rate for every greater or leſſer Quantity than an Acre; the firſt Payment of the ſaid 5*l. per* Acre to be made on the firſt of the ſaid Feaſt-days which ſhall next happen after the ploughing or digging up any Part of the ſame Meadow, Paſture-Ground or Hedge-Greens. Provided always, and upon Condition nevertheleſs, that if it ſhall happen that the ſaid yearly Rents hereby reſerved, or either of them, or any Part of them, or either of them, or other the occaſional Payments (if any happen to be) ſhall be behind and unpaid by the Space of twenty-one Days next over or after either of the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid as aforeſaid (being lawfully demanded at the Place of Payment aforeſaid); or if the ſaid *Barnard Bigg*, his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall aſſign over or otherwiſe depart with this Indenture, or the Premiſſes hereby leaſed, or any Part thereof, to any Perſon or Perſons whatſoever (except the two Cottages) without the Conſent of the ſaid *Alfred Aſton*, his Heirs and Aſſigns, firſt had and obtained in Writing under his and their Hands and Seals for that Purpoſe; then and in either of the ſaid Caſes it ſhall and may be lawful to and for the ſaid *Alfred Aſton*, his Heirs or Aſſigns, into the Premiſſes hereby leaſed, or any Part thereof, in the Name of the whole wholly to re-enter, and the ſame to have again, retain, re-poſſeſs and enjoy, as in his and their firſt and former Eſtate or Eſtates; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Barnard Bigg* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, covenant, promiſe, grant and agree, to and with the ſaid *Alfred Aſton*, his Heirs and Aſſigns, in manner following; that is to ſay,

(Exception of Trees, &c.

with Ingreſs, &c. for the Leſſor, &c.

and Liberty to view, &c.)

Habendum

for Years;

paying at the Leſſor's Dwelling houſe a yearly Rent,

and an additional Rent forPloughing

Proviſo on Non-payment,

or Aſſignment by the Leſſee of any Part (except the Cottages) without Conſent, the Leſſor may re-enter.

The Leſſee covenants for Payment of the Rents,

that he the ſaid *Barnard Bigg*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Alfred Aſton*, his Heirs or Aſſigns, the ſaid yearly Rent of 80 *l.* and alſo the ſaid Rent of 5*l.* *per* Acre *per Annum*, for ploughing up Meadow, Paſture or Hedge-Greens as aforeſaid, at the Days, Times and Place, and in ſuch Manner, as are herein before appointed for Payment thereof, according to the reſpective Reſervations thereof afore-mentioned, and the true Intent and Meaning of theſe Preſents. And that he the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, ſhall and will, at his and their own proper Coſts and Charges, well and ſufficiently repair, amend, maintain, ſcower, cleanſe, preſerve and keep in Repair the ſaid Meſſuage, Tenement or Farm-Houſe, and all other the Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Gates, Pales, Rails, Stiles, Hedges, Ditches and Fences belonging to the hereby leaſed Premiſſes from time to time during this preſent Leaſe; he the ſaid *Alfred Aſton*, his Heirs and Aſſigns, upon reaſonable Requeſt and timely Notice to them made and given in Writing, as is herein after mentioned, finding and allowing on the ſaid Premiſſes, or within four Miles Diſtance thereof, all rough Timber, Brick, Lime, Tiles, and all other Materials whatſoever (except Straw) for the doing thereof, to be carried to the hereby leaſed Premiſſes at the Charges of the ſaid *Barnard Bigg*, his Executors, Adminiſtrators or Aſſigns, and the ſame Premiſſes ſo repaired, amended and kept in Repair as aforeſaid, at the End, Expiration, or other ſooner Determination of this preſent Leaſe, ſhall and will leave and yield up into the Hands and quiet Poſſeſſion of the ſaid *Alfred Aſton*, his Heirs or Aſſigns. And that he the ſaid *Barnard Bigg*, his Executors, Adminiſtrators or Aſſigns, ſhall not nor will at any Time, during this preſent Leaſe, crop or ſow above two Years together any of the arable Lands and Cloſes hereby leaſed, but every third Year permit the ſame to lie fallow and unſown, according to the Cuſtom of the County, and the Seaſons thereof; And that it ſhall and may be lawful to and for the ſaid *Alfred Aſton*, his Heirs and Aſſigns, with Servants, Horſes, Ploughs, Carts, and other Neceſſaries, at *Lady Day* next preceding the Expiration of this preſent Leaſe, to enter upon ſuch Cloſes and Grounds, Parcel of the hereby leaſed Premiſſes, as then and by Courſe of the Seaſons ought then to lie fallow and unſown, the ſame to plow, fallow and manure, and to have the Graſs, Herbage, Sheep-Walks and Sheep-Commons thereof; and alſo to enter upon the Dung that ſhall be then in the Yard or Yards, and at the ſame Time to have the Dung in the Dove-houſe, and the Hen-dung in the Hen-houſe; and alſo to have ſome convenient Place in the ſaid Dwelling-Houſe for his and their Servants to lodge and diet in, and ſome convenient Place to lay Hay and Chaff in, and ſome convenient Stable-room for his and their Horſes to ſtand and be in, without Extinguiſhment of any of the yearly Rents herein before reſerved, and without giving or making any Allowance or Satisfaction for the ſame. And farther, that he the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, ſhall not, at any Time or Times during the laſt two Years of the ſaid Term, ſell, give away, or otherwiſe diſpoſe of any of the Straw which ſhall be growing and ariſing upon the ſaid leaſed Premiſſes, and ſhall not burn any of the Straw, except it be for the neceſſary Singeing of his or their Hogs for the Uſe of their own Families: And that he the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, ſhall and will lay and inbarn all the Crops of Corn and Grain which ſhall be growing and ariſing upon the ſaid hereby leaſed Premiſſes in every Year of the ſaid Term in the Barns and Rick-Yards belonging to the ſaid leaſed Premiſſes, and not elſewhere, and the ſame there to threſh out, and the Straw and Stover that ſhall ariſe therefrom and thereby turn into the Yard or Yards, and the ſame feed up with his or their Cattle, for the better Increaſe and making of Dung there, and the Dung and Soil that ſhall ariſe thereby lay, ſpread and beſtow upon the hereby leaſed Premiſſes in huſband-like Manner, and not elſewhere; and ſhall and will leave unto and for the Uſe of the ſaid *Alfred Aſton*, his Heirs or Aſſigns, all the Dung and Compoſt which ſhall be made in the ſaid Yard or Backſides belonging to the ſaid hereby leaſed Premiſſes the three laſt Years of the ſaid Term, which ſhall be made of the two laſt Crops of Corn and Grain, for manuring the Premiſſes, or otherwiſe to be diſpoſed of as he the ſaid *Alfred Aſton*, his Heirs or Aſſigns, ſhall think fit and convenient; And that he the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, ſhall ſow the three laſt Years of this preſent

and for Repairs.

The Landlord to find rough Timber, &c.

The Tenant covenants not to ſow the ſame Land above two Years together:

And that the Leſſor may enter within the Term to plough the Fallow-Ground, and to have the Dung, and Lodging for Servants, &c.

The Leſſee not to diſpoſe of Straw within the laſt two Years;

and to inn the Corn upon the Premiſſes,

and uſe the Straw there:

To ſow Peaſe in the latter Years;

preſent Leaſe one third Part of the Edge-Crop with Peaſe or Vetches; And that he the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, ſhall and will

to preſerve the Pigeons; at all Times, during the Term hereby leaſed, endeavour to preſerve and keep the Dove-houſe with a good Flight of Pigeons, Dove-houſe like, and at the End, Expiration, or other ſooner Determination of the ſaid Term of fourteen Years, ſhall and will leave up the ſame ſo preſerved and kept into the Hands of the ſaid *Alfred Aſton*, his Heirs or Aſſigns. And that he the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, ſhall and will at all Times, during the ſaid Term of

to pay Taxes, &c. fourteen Years hereby leaſed, bear, pay and diſcharge all ſuch Taxes, Levies and Aſſeſſments whatſoever, which ſhall be taxed, rated, levied or aſſeſſed upon the ſaid hereby leaſed Premiſſes, which ſhall belong to a Tenant to pay. And that he the

Not to cut Hedges under a certain Growth, &c. ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, ſhall not nor will at any Time or Times, during this preſent Leaſe, cut, plaſh or new make any of the Hedges belonging to the hereby leaſed Premiſſes, but ſuch as ſhall be of twelve Years Growth, and thoſe only at ſeaſonable Times in the Year, and when the Cloſes and Grounds to which ſuch Hedges belong ſhall be ſown with Wheat, Rye or Barley, on a Summer's Tilth, or be Cloſes of old Paſture, and after the ſame ſhall be cut, plaſhed or new made as aforeſaid, the ſame preſerve and keep from Biting or Deſtruction by Cattle or otherwiſe; and ſhall and will at ſuch Cutting and Plaſhing thereof cleanſe and ſcower the Ditches againſt ſuch Hedge or Hedges where Ditches have been heretofore, and do lie next unto any Lane or Highway, and the

and to ſpend the Wood in the Houſe. Offal-wood that ſhall ariſe by the cutting or plaſhing of ſuch Hedges, the ſame faggot and make up, and carry unto the ſaid leaſed Meſſuage or Farm-houſe, there to be ſpent by way of Fire-bote, and not to be ſold or diſpoſed of in any other Manner whatſoever. And that he the ſaid *Barnard Bigg*, his Executors, Adminiſtra-

Not to lop Trees, except Pollards. tors and Aſſigns, ſhall not nor will, at any Time or Times during the Term hereby leaſed, lop, top, ſhred or cut any of the Trees or Spring-wood belonging to the ſaid leaſed Premiſſes, but ſuch Pollard-trees and Spring-wood as have been uſually lopt and cut by former and other Tenants, and thoſe only of twelve Years Growth, and

The Loppings to be ſpent in he Houſe. the Lops that ſhall ariſe and come therefrom carry into the ſaid hereby leaſed Meſſuage or Farm-houſe, there to be ſpent by way of Fire-bote, and not to be ſold or diſpoſed of in any other Manner whatſoever; and ſhall not nor will, at any Time or Times during this Leaſe, inordinately burn or waſte any of the Fire-wood which is ſo allowed to be ſpent by way of Fire-bote as aforeſaid; and ſhall preſerve and keep the ſaid Pollard-trees, as alſo all the Fruit-trees and Spring-wood belonging to

The Leſſor covenants to find Timber, &c. for Repairs. the hereby leaſed Premiſſes, from all wilful or negligent Hurt or Waſte. And the ſaid *Alfred Aſton* doth hereby for himſelf, his Heirs and Aſſigns, covenant, promiſe, grant and agree, to and with the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, that he the ſaid *Alfred Aſton* his Heirs and Aſſigns, ſhall and will from time to time, and at all Times, during this preſent Leaſe, at ſeaſonable Times for cutting Timber, find, provide for, and allow unto the ſaid *Barnard Bigg*, his Executors, Adminiſtrators or Aſſigns, on the ſaid Premiſſes hereby leaſed, or within four Miles Diſtance therefrom, neceſſary rough Timber, Brick, Lime and Tiles, and all other Materials whatſoever,

upon Notice had, for the Repairing and Amending thereof (except Straw) within forty Days after Notice of the Want thereof, and Demand thereof made by the ſaid *Barnard Bigg*, his Executors, Adminiſtrators or Aſſigns, unto the ſaid *Alfred Aſton*, his Heirs or Aſſigns, in Writing; the ſaid Timber and other Materials to be carried to the ſaid hereby leaſed Premiſſes at the Charges of the ſaid *Barnard Bigg*, his Executors,

and to allow Plough-bote, if on the Premiſſes; Adminiſtrators or Aſſigns: And alſo ſhall and will from Time to Time and at all Times during this preſent Leaſe, allow unto the ſaid *Barnard Bigg*, his Executors, Adminiſtrators or Aſſigns, Timber to be had and taken of and from the hereby leaſed Premiſſes (if any ſuch there be) for neceſſary Plough-bote to be uſed and ſpent upon the ſame Premiſſes, and not elſewhere, and to be ſet out for that Purpoſe by the ſaid *Alfred Aſton*, his Heirs or Aſſigns, Deputies or Friends, on ſuch Notice

and to allow Room for threſhing the Tenant's laſt Crop for the Straw, as aforeſaid of the Want thereof. And that he the ſaid *Alfred Aſton* his Heirs or Aſſigns, ſhall and will permit and ſuffer the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns, to have the Uſe of all the Barns, Yards and Granaries hereby leaſed, for the laying in and threſhing out of his or their Crop of Corn and Grain, which ſhall be growing and ariſing upon the Premiſſes in the laſt Year of

the

the ſaid Term of fourteen Years hereby leaſed for the ſpending of the Straw and Stover that ſhall ariſe therefrom, with Horſes, Cows, Bullocks and other Cattle, until the Feaſt of St. *John* the Baptiſt, commonly called *Midſummer-day*, next after the End, Expiration, or other ſooner Determination of the ſaid Term of fourteen Years: And alſo to have ſome convenient Rooms in the ſaid hereby leaſed Meſſuage or Farm-houſe for his or their Servants to lodge and diet in, and ſome convenient Place for his or their Horſes to ſtand and be in, and ſome convenient Place to lay Hay and Chaff in, until the 24th Day of *June* next after the Determination of the ſaid Term of fourteen Years. And laſtly, that it ſhall and may be lawful to and for the ſaid *Barnard Bigg*, his Executors, Adminiſtrators and Aſſigns paying the Rents herein before reſerved, and performing the Covenants and Agreements herein before mentioned or contained, and which on his and their Parts and Behalfs are or ought to be paid, done and performed (peaceably and quietly to have, hold, occupy, poſſeſs and enjoy the ſaid hereby leaſed Premiſſes, with the Appurtenances, during the ſaid Term of fourteen Years hereby granted, without any Moleſtation or Interruption whatſoever, of or by him the ſaid *Alfred Aſton*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons, lawfully or equitably claiming or to claim, from, by or under him, them or any of them. In witneſs, *&c.*

and Room for Servants, *&c.*

And that the Leſſee may enjoy, paying, *&c.*

A Leaſe from the Father who is Tenant for Life, and the Son who has the Remainder in the Inheritance of a Houſe, Garden, &c. with proper Covenants. A Proviſo in Favour of the Tenant, for determining the Term on Notice. Nº 2.

THIS Indenture, made the fourteenth Day of *October Anno Domini* 1729, and in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *&c.* between *Amos Aſh*, Citizen and Grocer of *London*, and *Bryan Aſh*, Clerk, Son and Heir apparent of the ſaid *Amos Aſh* of the one Part, and *Celia Carr* of the Pariſh of *Dotten* in the County of *Eſſex*, Widow of the other Part, witneſſeth, That for and in conſideration of the Rent, Covenants and Agreements herein after reſerved and contained on the Part of the ſaid *Celia Carr*, her Executors, Adminiſtrators and Aſſigns, to be paid, done and performed, they the ſaid *Amos Aſh* and *Bryan Aſh* have demiſed, leaſed, and to farm let, and by theſe Preſents do, and each of them doth demiſe, leaſe, and to farm let, unto the ſaid *Celia Carr*, All that Brick Meſſuage or Tenement, with the Coach-houſe, Stable, Garden, Yard, Backſide, and other Appurtenances thereunto belonging, or therewith uſed or enjoyed, ſituate near the Pound in the aforeſaid Pariſh of *Dotten*, and now in the Tenure of the ſaid *Celia Carr*, her Aſſigns or Under-tenants, together with all Ways, Paſſages, Lights, Eaſements, Waters, Water-courſes, Profits, Commodities, Advantages and Appurtenances whatſoever, to the ſame Meſſuages and Premiſſes belonging or appertaining, or therewith uſed; To have and to hold the ſaid Meſſuage or Tenement, Coach-houſe, Stable, Garden, Yard, Backſide and Premiſſes, with their Appurtenances, unto the ſaid *Celia Carr*, her Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of St. *Michael* the Archangel now next enſuing, unto the full End and Term of twenty-one Years: Yielding and Paying therefore Yearly and every Year, during ſo many Years of the ſaid Term of twenty-one Years as the ſaid *Amos Aſh* ſhall live, unto the ſaid *Amos Aſh* and his Aſſigns, the Rent of 40*l.* of lawful Money of *Great Britain*, at the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, *Chriſtmas-dey*, *Lady-day*, *Midſummer-day* and *Michaelmas-day*, payable Quarterly by equal Portions; and yielding and paying unto the ſaid *Bryan Aſh*, his Heirs and Aſſigns, from and after the Deceaſe of the ſaid *Amos Aſh*, for and during the then Reſidue and Remainder of the ſaid Term of twenty-one Years, the like yearly Rent of 40*l.* at the Days and by the Proportions before limited for Payment thereof. And the ſaid *Celia Carr* doth hereby for herſelf, her Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree to and with the ſaid *Amos Aſh*, *Bryan Aſh*, and the Heirs and Aſſigns of the ſaid *Bryan Aſh*, that ſhe the ſaid *Celia Carr*, her Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay the ſaid yearly Rent of 40*l.* at ſuch Times and in ſuch Manner as aforeſaid. And

The Parties.

The Conſideration.

The Demiſe.

The Parcels. A Meſſuage, Coach-houſe, *&c.*

General Words.

Habendum for a Term;

Yielding, *&c.* to the Leſſors reſpectively and ſucceſſively a Rent quarterly.

The Leſſee covenants duly to pay,

and to repair, further, that ſhe the ſaid *Celia Carr*, her Executors, Adminiſtrators or Aſſigns ſhall and will at her and their own proper Coſts and Charges, well and ſufficiently repair, ſupport, uphold, ſuſtain, maintain, pave, glaze, tile, cleanſe, empty, pale, amend and keep the ſaid Meſſuage or Tenement, and other the ſaid hereby demiſed Premiſſes, in, by and with all and all manner of needful and neceſſary Reparations and Amendments whatſoever, when, where, and as often as Need or Occaſion ſhall

during the Term, (except as to Part, where there is a Crack) be or require, during the Term hereby granted (except for or in reſpect of any Damage or Want of Repairs, that may in any wiſe happen or be occaſioned to the ſaid Meſſuage or Tenement, or the Foundation thereof, or to a Wall of the ſame Meſſuage on the Eaſt-ſide thereof, towards the ſaid Coach-houſe and Stable, by reaſon or means of a Crack which now is, and for ſome Years laſt paſt hath been in the ſaid Wall, which Damage or Want of Repairs (in caſe any ſuch ſhall be) by reaſon of the ſaid Crack in the ſaid Wall, is not to be made good or repaired by the ſaid *Celia Carr*, her Executors, Adminiſtrators or Aſſigns, but by the Landlord or Landlords for the Time being of the Premiſſes); and the ſaid Meſſuage and other

and ſo to leave the ſame, the ſaid hereby demiſed Premiſſes being ſo well and ſufficiently repaired, upholden, ſupported, ſuſtained, maintained, tiled, paled, paved, emptied, purged, cleanſed, glazed, amended and kept (except as is before excepted) at the End or other ſooner Determination of the ſaid Term of twenty-one Years, which ſhall firſt happen, ſhall and will peaceably and quietly leave, ſurrender and yield up, unto the ſaid *Amos Aſh* and *Bryan Aſh*, or one of them, or to the Heirs or Aſſigns of the ſaid

with Wainſcots, &c. in a Schedule. *Bryan Aſh*, together with all Wainſcots, Partitions, Shelves, Cupboards, Dreſſers, Locks, Keys, Bolts, Iron-bars, and other Things now belonging or affixed to the ſaid Meſſuage or Tenement, Coach-houſe and Stable, and other the ſaid hereby demiſed Premiſſes, and particularly mentioned in the Schedule thereof here under written, in as good Caſe and Condition as the ſame now are (reaſonable Uſe and

And that the Leſſors may enter to view, &c. Wearing thereof in the mean time only excepted.) And alſo that it ſhall and may be lawful to and for the ſaid *Amos Aſh* and *Bryan Aſh*, and the Heirs and Aſſigns of the ſaid *Bryan Aſh*, with Workmen or others, in his or their, or any of their Company, or without, twice or oftner in every Year, yearly during the ſaid Term, at convenient Times in the Day-time, at his or their Free Wills and Pleaſures, to enter and come into and upon the ſaid demiſed Premiſſes, or any Part thereof, there to view, ſearch and ſee the State and Condition of the Reparations thereof;

and to give Notice of Defects. and of all ſuch Decays and Wants of Reparations as ſhall be then and there found, to give or leave Notice or Warning in Writing at the ſaid demiſed Premiſſes, unto and for the ſaid *Celia Carr*, her Executors, Adminiſtrators or Aſſigns, to repair and amend the ſame within the Space of three Months then next enſuing; within which ſaid Space of three Months ſhe the ſaid *Celia Carr*, for herſelf, her Executors, Adminiſtrators and Aſſigns, doth covenant and agree to repair and amend the ſame accordingly (except as before excepted). Provided always, that if it ſhall

Proviſo for Re-entry on Non-payment of Rent. happen that the ſaid yearly Rent of 40*l.* ſhall be behind or unpaid, in part or in all, by the Space of twenty-one Days after any of the ſaid Feaſts or Days on which the ſame ought to be paid as aforeſaid (being lawfully demanded) that then it ſhall and may be lawful to and for the ſaid *Amos Aſh* and *Bryan Aſh*, or one of them, or the Heirs or Aſſigns of the ſaid *Bryan Aſh*, into the ſaid Meſſuage or Tenement, and Premiſſes, or any Part thereof, in the Name of the whole to re-enter, and the ſame to have again, retain, re-poſſeſs and enjoy, as in his or their firſt and former reſpective Eſtates and Intereſts therein, any Thing herein contained to the contrary notwithſtanding. And the ſaid *Amos Aſh* for himſelf, his Executors and Adminiſtra-

The Leſſors covenant for quiet Enjoyment, tors, and the ſaid *Bryan Aſh* for himſelf, his Heirs and Aſſigns, do, and each of them doth covenant, promiſe, grant and agree, to and with the ſaid *Celia Carr*, her Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *Celia Carr*, her Exe-

the Tenant paying and performing. cutors, Adminiſtrators and Aſſigns (paying the ſaid yearly Rent of 40*l.* hereby reſerved, and performing, fulfilling and keeping all and ſingular the Covenants, Clauſes, Proviſoes and Agreements herein contained, which on her and their Parts and Behalfs are and ought to be paid, done and performed, according to the true Intent and Meaning of theſe Preſents) ſhall and lawfully may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and other the Premiſſes hereby demiſed, for and during the ſaid Term of twenty-one Years, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of the ſaid

Amos Aſh and Bryan *Aſh*, or either of them, their or either of their Heirs or Aſſigns, or of or by any Perſon or Perſons lawfully claiming or to claim, from, by or under them, or either or any of them reſpectively. Provided always, and it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid *Celia Carr*, her Executors, Adminiſtrators or Aſſigns, ſhall be minded at the End of the firſt fourteen Years of the ſaid Term of twenty-one Years to leave, quit and yield up the ſaid Meſſuage and Premiſſes hereby demiſed, and of ſuch her or their Mind ſhall give or leave Notice or Warning in Writing, to or for the ſaid *Amos Aſh* and *Bryan Aſh*, or either of them, or the Heirs or Aſſigns of the ſaid *Bryan Aſh*, at any or either of his or their then reſpective Dwellings or Places of Abode, ſix Calendar Months or more before the End and Expiration of the ſaid firſt fourteen Years, that then and in ſuch Caſe, from and after the Expiration of the ſaid firſt fourteen Years, and Payment of all Rent and Arrears of Rent, and Duties on the Tenant's Part to be paid, and which ſhall be then due for the Premiſſes, and Performance of the Covenants herein before contained on the Part of the ſaid *Celia Carr*, her Executors, Adminiſtrators and Aſſigns, till the Expiration of the ſaid fourteen Years incluſive to be done and performed, this Indenture and every Clauſe and Sentence herein contained ſhall ceaſe, determine, and be utterly void; any thing herein contained to the contrary thereof notwithſtanding. In witneſs, *&c.*

Proviſo for the Tenant to quit at a certain Time, on Notice given.

A Leaſe for three Lives, from a Prebendary of a Prebend. Tithes, &c. *with Exception of a Preſentation. An Appointment of an Attorney to make Livery of Seiſin.* N° 3.

THIS Indenture tripartite, made the tenth Day of *Auguſt* in the fifth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland* King, Defender of the Faith, *&c.* and in the Year of our Lord 1732, between *Arthur Allen* Clerk, Prebendary of the Prebend of *Bitton* within the Cathedral Church of *Thetford* in the County of *Norfolk* of the firſt Part, *Charles Cary* of *Dotton* in the ſaid County of *Norfolk* Eſq; of the ſecond Part, and *Ezekiel Ellis* and *Fulk Fox*, both of *Dotton* aforeſaid Clerks, of the third Part, witneſſeth, That the ſaid *Arthur Allen*, as well for and in conſideration of the ſurrendring and yielding up of one Indenture tripartite, bearing Date the tenth Day of *December* in the ſecond Year of his preſent Majeſty's Reign, and in the Year of our Lord 1729, made or mentioned to be made between *Gregory Gill* Clerk, late Prebendary of the aforeſaid Prebend of *Bitton* (ſince deceaſed) of the firſt Part, the Right Honourable *John* Lord *Hampſtead*, Baron of *Hampſtead* (ſince alſo deceaſed) of the ſecond Part, and *Jerom Jell* of *Kirkhall* in the County of *Lancaſter* Gent. and *Matthew Moyle* of *Nuttar* in the ſaid County of *Norfolk* Yeoman, of the third Part, wherein and whereby the ſaid *Gregory Gill* did demiſe, grant, betake, and to farm let, unto the ſaid *John* Lord *Hampſtead*, All that the Prebend of *Bitton*, and other the Premiſſes thereunto belonging; To hold unto the ſaid *John* Lord *Hampſtead*, his Heirs and Aſſigns, (*a*) from the making thereof, for and during the natural Lives of the afore-named *John* Lord *Hampſtead* and *Jane* Lady *Hampſtead* his then Wife, and the Right Honourable *William* late Lord *Hampſtead* deceaſed, by the Name of the Honourable *William Hampſtead* Eſq; then eldeſt Son of the ſaid *John* Lord *Hampſtead*, and for and during the natural Life of every and each of them longeſt living (of which Lives the ſaid *Jane* Lady *Hampſtead* is ſtill in being) the Intereſt of which ſaid Leaſe is now by good and ſufficient Meſne Conveyances come to and veſted in the ſaid *Charles Cary*; As alſo for and in conſideration of a competent Sum of good and lawful Money of *Great Britain*, to him the ſaid *Arthur Allen* in hand paid by the ſaid *Charles Cary*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *Arthur Allen* doth hereby acknowledge, and thereof releaſe, acquit and diſcharge the ſaid *Charles Cary*, his Heirs, Executors and Adminiſtrators, and for other good Cauſes and valuable Conſiderations him the ſaid *Arthur Allen* hereunto moving, he the ſaid

The Parties.

The Conſideration. Surrender of a former Leaſe, (which is here recited)

and Money paid.

(*a*) Theſe Words, *from the making*, muſt not be altered to theſe others, *from the Day of the making*; the former is the Power given by Stat. 13 *Eliz. cap.* 10. and muſt be purſued.

The Demiſe. The Parcels. A Prebend, Manſion-houſe, &c. Tithes, &c.

Arthur Allen hath demiſed, granted, betaken, and to farm let, and by theſe Preſents doth demiſe, grant, betake, and to farm let, unto the ſaid *Charles Cary*, All that the ſaid Prebend of *Bitton*, with the Manſion-houſe of the ſaid Prebend, Barns, Stables, and all other Edifices to the ſame belonging, together with all and ſingular Tithes, Oblations, Obventions, Fruits, Lands, Tenements, Meadows, Leaſowes, Paſtures, Commons, Woods, Waters, Preheminences, Privileges and Advantages whatſoever, to the ſaid Premiſſes belonging, or in any wiſe appertaining (except always out of this preſent Demiſe to the ſaid Prebendary and his Succeſſors of the ſaid Prebend the Preſentation, Nomination and Diſpoſition, from Time to Time, and at all Times, of and to the Vicarage of *Bitton* aforeſaid); To have and to hold the ſaid Prebend of *Bitton*, with the Manſion-houſe of the ſaid Prebend, Barns, Stables, and all other Houſes and Edifices to the ſame belonging or in any wiſe appertaining, Tithes, Oblations, Obventions, Fruits, Lands, Tenements, Meadows, Leaſowes, Paſtures, Commons, Woods, Waters, Preheminences, Privileges, Advantages, and all other the Premiſſes with the Appurtenances whatſoever (except before excepted) unto the ſaid *Charles Cary*, his Heirs and Aſſigns, from the making hereof for and during the natural Lives of him the ſaid *Charles Cary* and *Prudence Cary* his Wife, and the ſaid *Jane* Lady *Hampſtead*, and for and during the natural Life of every and each of them longeſt living: Yielding and paying therefore yearly during the ſaid Term, unto the ſaid Prebendary and his Succeſſors, at the Manſion-houſe of the ſaid Prebend, the yearly Rent of 40 *l.* of lawful Money of *Great Britain*, at two Terms in the Year, that is to ſay, at the Feaſts of St. *Michael* the Archangel, and at the Annunciation of the bleſſed Lady the Virgin *Mary*, by even and equal Portions. And if it ſhall happen the ſaid yearly Rent of 40 *l.* to be behind or unpaid in part or in all, at any of the ſaid Days or Times of Payment on which it ought to be paid as aforeſaid, it being lawfully demanded, and not paid; That then it ſhall and may be lawful for the ſaid Prebendary and his Succeſſors, or his and their Aſſigns, into the ſaid Prebend and other the Premiſſes to enter and diſtrain, and the Diſtreſs and Diſtreſſes there to be found to take, drive and carry away, and the ſame to detain and keep or impound (*b*) until the ſaid Rent of 40 *l.* and the Arrears thereof (if any then ſhall be) ſhall be duly paid and ſatisfied unto the ſaid Prebendary or his Succeſſors, or his or their Aſſigns. And if the ſaid 40 *l.* or any Part thereof, be unpaid by the Space of one Month after any one of the ſaid Feaſts, accounting twenty-eight Days to the Month, then the ſaid *Charles Cary*, his Heirs or Aſſigns, ſhall forfeit or loſe to the ſaid Prebendary and his Succeſſors in the ſaid Prebend, for every ſuch Default, the Sum of 40 *s.* *Nomine Pœnæ*. And that it ſhall and may be lawful for the ſaid Prebendary and his Succeſſors into the ſaid Prebend and other the Premiſſes, or any Part thereof, to enter and diſtrain for the ſaid 40 *s.* and ſuch Diſtreſs to keep until the ſame ſhall be ſatisfied and paid. And if the ſaid 40 *l.* or any Part thereof, be unpaid by the Space of forty Days next after any one of the ſaid Feaſts and Months aforeſaid, being lawfully demanded, and no ſufficient Diſtreſs upon the Premiſſes or any Part thereof can or may be found, that then and from thenceforth it ſhall and may be lawful to and for the ſaid Prebendary and his Succeſſors, or his or their Aſſigns, to re-enter into the Premiſſes, and have and take the ſaid Premiſſes into the full and abſolute Poſſeſſion of the ſaid Prebendary and his Succeſſors, as if this Leaſe had not been made. And the ſaid *Charles Cary* for himſelf, his Heirs and Aſſigns, doth covenant and grant, to and with the ſaid Prebendary and his Succeſſors, Prebendaries of the ſaid Prebend, by theſe Preſents, that he the ſaid *Charles Cary*, his Heirs and Aſſigns, at their own Coſts and Charges, ſhall and will ſufficiently repair, ſuſtain and maintain the Chancel of the Church of *Bitton* aforeſaid, and all and every of the Houſes, Fences and Ditches belonging to the ſaid Prebend and other the Premiſſes (excepting the Houſes and Buildings of or belonging to the Vicarage aforeſaid) and them and every of them ſo ſufficiently repaired, ſuſtained and amended, ſhall leave and yield up at the End of the ſaid Term. And that he the ſaid *Charles Cary*, his Heirs and Aſſigns, ſhall during the ſaid Term bear, pay and ſuſtain all Taxes, Rates, Aſſeſſments, Impoſitions, Payments, and other Charges

(except the Preſentation to the Vicarage)

Habendum

to the Leſſee, his Heirs and Aſſigns, for three Lives,

Yielding, &c. a Rent to the Leſſor and his Succeſſors.

Clauſe of Diſtreſs.

On Non-payment by a Day limited, a *Nomine Pœnæ*.

Clauſe of Diſtreſs.

On Non-payment by a farther Day, and Default of Diſtreſs, a Re-entry.

The Leſſee covenants to repair the Chancel of the Church,

and the Houſes, &c. (except of the Vicarage)

And to pay all Taxes,

(*b*) The Editor apprehends it might be proper to conclude the Clauſes of Diſtreſs to this Effect, *or to ſell or diſpoſe of according to Law*; as conceiving that the above Form is taken from ſome Church-Precedent before the Statute 2 *W. & M. cap.* 5.

what-

whatſoever they be, growing and due, to be paid and borne out of and for the ſaid Prebend, and other the hereby intended to be granted Premiſſes (excepting all Tenths, Diſmes, Proxies and Synodals, and ſuch Duties and Charges, as well to our Sovereign Lord the King's Majeſty, and his Heirs and Succeſſors, as to the Biſhop and Ordinary of the Dioceſe of *Thetford* aforeſaid, or to any Perſon or Perſons, as by the ſaid Prebendary or his Predeceſſors have heretofore been uſed to be paid; which excepted Diſmes, Tenths, Duties and Charges, are in right to be paid and diſcharged by the ſaid Prebendary and his Succeſſors during the ſaid Term.) And the ſaid *Arthur Allen* for himſelf, his Heirs, Executors, Adminiſtrators and Succeſſors, covenanteth and granteth, to and with the ſaid *Charles Cary*, his Heirs and Aſſigns, that he the ſaid *Charles Cary*, his Heirs and Aſſigns, for and under the aforeſaid yearly Rent of 40 *l.* payable in Manner and Form aforeſaid, ſhall or lawfully may peaceably and quietly have, hold, poſſeſs and enjoy all the ſaid Prebend and other the demiſed Premiſſes, with their Appurtenances, during the ſaid Term, without any Let, Suit, Trouble, Gainſaying or Interruption of him the ſaid *Arthur Allen*, his Executors, Adminiſtrators or Succeſſors in any wiſe, or any Perſon or Perſons lawfully claiming or to claim, from, by or under the ſaid *Arthur Allen*, or his Succeſſors, or any of them, or by his, their, or any of their Aſſent or Procurement (except before excepted); And except one annual Rent of 16 *l.* heretofore granted by *Robert Rich* Clerk, then Prebendary of the ſaid Prebend, to the Dean and Chapter of the Cathedral Church of *Thetford* aforeſaid, and their Succeſſors, during the Eſtate for which the ſame was by him ſo granted, to the Uſe and Benefit of the Vicars of *Bitton* for the Time being; and excepting alſo one annual Rent of 24 *l.* of lawful *Britiſh* Money, heretofore granted by the ſaid *Robert Rich* to the Dean and Chapter of the ſame Cathedral Church of *Thetford*, and their Succeſſors, during the Eſtate for which the ſame was by him ſo granted, amounting in the Whole to 40 *l. per Annum*; To the Uſe and farther and fuller Augmentation and Benefit of the Vicars of *Bitton* for the Time being. And laſtly, the ſaid *Arthur Allen*, Prebendary aforeſaid, doth by theſe Preſents make, conſtitute and appoint the ſaid *Ezekiel Ellis* and *Fulk Fox* his lawful Attornies, jointly and ſeverally, for him the ſaid *Arthur Allen*, and in his Name into the ſaid Prebend and Premiſſes above-mentioned to be hereby granted, or any Part thereof, in the Name of the whole to enter, and full and peaceable Poſſeſſion and Seiſin thereof, for him the ſaid *Arthur Allen* and in his Name, to take and have, and after ſuch Entry, Poſſeſſion and Seiſin thereof had and taken, the like full and peaceable Poſſeſſion and Seiſin thereof, or of ſome Part thereof, in the Name of the whole, unto the ſaid *Charles Cary*, or to his Attorney or Attornies in that Behalf, to give and deliver according to the Form and Effect of theſe Preſents. And whatſoever the ſaid *Ezekiel Ellis* and *Fulk Fox*, or either of them, ſhall do in the Premiſſes, he the ſaid *Arthur Allen* ſhall and will ratify and approve of. In witneſs whereof the ſaid Parties to theſe preſent Indentures interchangeably have hereunto ſet their Hands and Seals, the Day and Year firſt above written.

except Tithes, &c. to the Crown or Biſhop, which are to be paid by the Prebendary, &c.

The Leſſor covenants for quiet Enjoyment;

Except as before, and except Rent.

The Power of Attorney to make Livery of Seiſin.

A Demiſe from one to one of two different Parcels for Terms, with different Commencements, but ending together. Reſervation of Rent accordingly. A Clauſe of Surrender at a certain Time. N° 4.

THIS Indenture, made the firſt Day of *April Anno Domini* 1730, and in the third Year of the Reign of King *George* the Second, &c. between Sir *Arthur Aſtry* of *Bradden* in the County of *Cambridge* Bart. of the one Part, and *Dennis Diggs* Citizen and Vintner of *London* of the other Part, witneſſeth, That the ſaid *Arthur Aſtry*, for and in conſideration of the yearly Rents, Covenants and Agreements herein after reſerved and contained, on the Part and Behalf of the ſaid *Dennis Diggs*, his Executors, Adminiſtrators and Aſſigns, to be paid, done and performed, hath demiſed, granted, and to farm letten, and by theſe Preſents doth demiſe, grant, and to farm let, unto the ſaid *Dennis Diggs*, All that Meſſuage or Tenement, with the Garden, Coach-houſe, Stable, and Outhouſes thereunto belonging, and therewith now enjoyed, as the ſame now are in the Tenure or Occupation of the ſaid *Dennis Diggs*, ſituate, lying and being in *Ealing* in the Pariſh of *Foxend* in the County

The Parties.

The Conſideration.

The Demiſe.

The Parcels.

A Houſe, Garden, Coach-houſe, &c.

Another Meſſuage, and Land deſcribed by its Bounds.

County of *Glamorgan*; And alſo all that other Meſſuage or Tenement, and all thoſe ſeveral Pieces or Parcels of Meadow or Paſture Land formerly in one Piece or Parcel, and lately divided, commonly called or known by the Name of *Henfield*, containing by Eſtimation fifteen Acres or thereabouts, be the ſame more or leſs, lying Eaſt on the Garden formerly belonging to *John Joy* deceaſed, and South on Land formerly belonging to the ſaid *John Joy*, and the Road, and North on the Garden-Wall belonging to the Meſſuage or Tenement firſt above-mentioned and *Kennedy Kelly*, and Weſt on the Common Sewers, which laſt mentioned Meſſuage or Tenement, and ſeveral Pieces or Parcels of Meadow or Paſture Land, are alſo ſituate, lying and being in or near *Foxend* aforeſaid, and now are in the Tenure or Occupation of *Mark Moor*, his Under-tenants or Aſſigns, together with all

General Words.

Ways, Paths, Paſſages, Lights, Eaſements, Waters, Water-courſes, Profits, Commodities, Advantages and Appurtenances whatſoever, to the ſaid Meſſuages or Tenements, Pieces or Parcels of Land, and Premiſſes belonging, or in any wiſe appertaining; Except and always reſerved out of this preſent Demiſe, unto the ſaid Sir *Arthur Aſtry*, his Heirs and Aſſigns, the Bodies of all Timber-trees and Pollard-trees, now growing and being, and which hereafter during the Term hereby granted ſhall grow and be upon the ſaid demiſed Premiſſes, or any Part thereof; To have and to hold the ſaid Meſſuage or Tenement, Garden, Coach-houſe, Stable, Outhouſes and Premiſſes, above-mentioned to be in the Occupation of the ſaid *Dennis Diggs*, unto him the ſaid *Dennis Diggs*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of the Annunciation of the Bleſſed Virgin *Mary* next enſuing the Date of theſe Preſents, for and during, and unto the full End and Term of twenty-one Years, from thence next enſuing, and fully to be compleat and ended; And to have and to hold the ſaid other Meſſuage or Tenement, and the ſeveral Pieces or Parcels of Meadow or Paſture Land, and Premiſſes now in the Occupation of the ſaid *Mark Moor*, unto the ſaid *Dennis Diggs*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of St. *Michael* the Archangel, which will be in the Year of our Lord 1734, for and during, and unto the full End and Term of ſeventeen Years and a half, from thence next enſuing, and fully to be compleat and ended: Yielding and paying for the ſaid Meſſuage and Tenement, Garden, Coach-houſe, Stable, Outhouſes and Premiſſes, above-mentioned to be now in the Occupation of the ſaid *Dennis Diggs*, unto the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns, for and during the firſt three Years and an half of the ſaid Term of twenty-one Years hereby demiſed, the yearly Rent or Sum of 20 *l.* of lawful Money of *Great Britain*, on the four moſt uſual Feaſts, or Days of Payment of Rent in the Year, that is to ſay, the Feaſts of the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, the Birth of our Lord *Chriſt*, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions; the firſt Payment thereof to begin and be made on the Feaſt-day of the Nativity of St. *John* the Baptiſt next enſuing the Date hereof. And alſo yielding and paying for all the ſaid hereby demiſed Premiſſes unto the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns, for and during the laſt ſeventeen Years and an half of the ſaid Term of twenty-one Years, the yearly Rent or Sum of 60 *l.* of like lawful Money, on the four moſt uſual Feaſt-days, or Times of Payment of Rent aforeſaid, by even and equal Portions. And the ſaid *Dennis Diggs* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid Sir *Arthur Aſtry*, his Heirs and Aſſigns, by theſe Preſents, in Manner and Form following; that is to ſay, That he the ſaid *Dennis Diggs*, his Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns, the ſaid ſeveral yearly Rents or Sums of 20 *l.* and 60 *l.* of lawful Money of *Great Britain*, on the Feaſt-days or Times aforeſaid, and in ſuch Manner as the ſame are herein before reſerved and made payable, according to the true Intent and Meaning of theſe Preſents. And alſo that he the ſaid *Dennis Diggs*, his Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will from Time to Time, and during all the ſaid Terms hereby granted, at his and their proper Coſts and Charges, well and ſufficiently repair, uphold, ſupport, ſuſtain, maintain, pave, purge, ſcower, cleanſe, glaze, empty, amend and keep the ſaid Meſſuages or Tenements, Coach-houſe, Stable, Buildings and Premiſſes, with the Appurtenances hereby demiſed, together with all ſuch Erections and Buildings as ſhall hereafter, during the ſaid Terms hereby

Exception of Timber-trees, &c.

Habendum one Parcel from a Day for a Term;

and the other Parcel from a different Day for a different Term:

Yielding for the firſt Parcel, during Part of the Term, a Rent payable Quarterly.

Then for both Parcels an intire Rent.

The Tenant covenants to pay the Rent,

and to repair;

granted, be erected and built, in or upon the ſaid demiſed Premiſſes, or any Part or Parcel thereof, in, by and with all and all manner of needful and neceſſary Reparations, Supportings, Pavings, Purgings, Scowrings, Cleanſings, Emptyings and Amendments whatſoever, and that when, where, and as often as Need or Occaſion ſhall be or require. And alſo ſhall and will preſerve all the Fruit-trees, and other Trees now ſtanding and growing, and which ſhall ſtand and grow on the ſaid demiſed Premiſſes or any Part thereof, and in the Room and Stead of ſuch Trees as ſhall die or decay, ſhall or will plant or ſet others of the like Sort and Goodneſs; and the ſaid Meſſuages or Tenements, Coach-houſes, Stables, Buildings and Premiſſes, being in and by all Things ſo well and ſufficiently repaired, upheld, ſupported, ſuſtained, maintained, paved, purged, ſcowred, cleanſed, glazed, emptied, amended and kept, in the End of the ſaid Term of twenty one Years hereby granted, or other ſooner Determination of this preſent Leaſe, which ſhall firſt happen, unto the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns, ſhall and will peaceably and quietly leave, ſurrender and yield up, together with three hundred young planted Trees, if Vacancies require ſo many. And alſo that he the ſaid *Dennis Diggs*, his Executors, Adminiſtrators and Aſſigns, ſhall and will, at his or their own Coſts and Charges, in Huſband-like Manner, five Years before the Determination or Expiration of theſe Preſents, lay down ſo much of the Land hereby demiſed as ſhall be ploughed or converted into Tillage, and ſow the ſame into Rye-Graſs and Clover-ſeed; and ſhall not nor will, at any Time after the ſame ſhall be ſo laid down, break up or convert the ſame or any Part thereof into Tillage: And if he or they ſhould neglect or omit to lay the ſame down as aforeſaid, or ſhall break up the ſame after laying down, then from and after ſuch Omiſſion, Neglect or breaking up, the ſaid *Dennis Diggs*, his Executors, Adminiſtrators or Aſſigns, ſhall and will forfeit and pay unto the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns, at and after the Rate of 5*l.* of lawful Money of *Great Britain*, *per* Acre *per Annum*, for ſo much of the ſaid demiſed Premiſſes as ſhall be ſo broken up or not laid down, by equal Quarterly Payments, *Nomine Pœnæ*, as an Increaſe of Rent over and above the ſaid yearly Rents before reſerved. And further that it ſhall and may be lawful, to and for the ſaid Sir *Arthur Aſtry*, his Heirs and Aſſigns, with Workmen and others, in his or their Company or without, twice or oftner in every Year, yearly, during the reſpective Terms hereby granted, to enter and come into and upon the ſaid demiſed Premiſſes, or any Part thereof, there to view, ſearch and ſee the State and Condition of the Reparations of the ſame; and of all the Defaults, Defects, Decays, and Wants of Reparation, which upon every or any ſuch View or Search ſhall be from Time to Time found, to give or leave Notice or Warning thereof in Writing at the ſaid demiſed Premiſſes, or ſome Part thereof, unto and for the ſaid *Dennis Diggs*, his Executors, Adminiſtrators or Aſſigns, to repair and amend the ſame within the Time and Space of two Months then next following; within which ſaid Time and Space of two Months, he the ſaid *Dennis Diggs*, his Executors, Adminiſtrators or Aſſigns, ſhall and will repair and amend the ſame accordingly. Provided always, that if the ſaid yearly Rents of 20*l.* and 60*l.* and Increaſe of Rent (if any ſhall be) or any Part of them, or either or any of them, ſhall happen to be behind and unpaid, in part or in all, by the Space of fourteen Days next over or after any of the Feaſts or Days of Payment above-mentioned, whereon the ſame ought to be paid as aforeſaid (being lawfully demanded); that then and from thenceforth, and at all Times afterwards, it ſhall and may be lawful unto and for the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns, into and upon the ſaid demiſed Premiſſes, or any Part thereof, in the Name of the whole wholly to re-enter, and the ſame to have again, retain, re-poſſeſs and enjoy, as in his and their firſt and former Eſtate and Intereſt, and the ſaid *Dennis Diggs*, his Executors, Adminiſtrators and Aſſigns, and all other Tenants and Occupiers of the Premiſſes, thereout and from thence utterly to expel, put out and amove; this Indenture, or any Thing herein contained to the contrary thereof, in any wiſe notwithſtanding. And the ſaid Sir *Arthur Aſtry* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid *Dennis Diggs*, his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *Dennis Diggs*, his Executors, Adminiſtrators and Aſſigns, paying the ſaid yearly Rents of 20*l.* and 60*l.* of lawful Money of *Great Britain*, and Increaſe of Rent (if any ſhall happen to be) on the Feaſt-days and Times, and in ſuch

and to preſerve Trees, and to plant others in the Room of thoſe who decay.

And to ſow the ploughed Lands with Graſs ſeeds at a certain Time,

or to pay an increaſed Rent *Nomine Pœnæ*.

And that the Leſſor may enter and view, &c.

and leave Notice of Defects.

In default of Payment,

The Leſſor may re-enter.

The Leſſor covenants for quiet Enjoyment, the Tenant paying, &c.

Manner and Form, as the ſame are herein before reſerved and made payable, according to the true Intent and Meaning of theſe Preſents; and obſerving, performing, fulfilling and keeping all and ſingular the Covenants, Grants, Articles, Clauſes, Conditions and Agreements herein before mentioned and contained, on his and their Parts and Behalfs to be obſerved, performed, fulfilled and kept, ſhall and lawfully may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuages or Tenements, Gardens, Coach-houſe, Stable, Outhouſes, Land and Premiſſes, with the Appurtenances herein before demiſed, and every Part thereof, for and during the ſeveral Terms of Years hereby granted, without any Let or Interruption of or by the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns, or any other Perſon or Perſons, lawfully claiming or to claim, by, from or under him, them, or any of them, or by or through his, their, or any of their Act, Means, Eſtate, Right, Title, Intereſt, Privity or Procurement. And laſtly it is hereby provided, by and between the ſaid Parties to theſe Preſents, that if the ſaid *Dennis Diggs*, his Executors, Adminiſtrators and Aſſigns, ſhall be minded and deſirous, at the Expiration of the firſt fifteen Years of the ſaid Term of twenty-one Years hereby leaſed, to leave, ſurrender and deliver up this preſent Indenture of Leaſe and the Premiſſes hereby demiſed, and of ſuch his or their Mind and Intention, ſhall ſix Months before the Expiration of the firſt fifteen Years ſignify or give Notice or Warning in Writing, under his or their Hands, unto the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns; And if the ſaid yearly Rents ſhall be paid according to the Reſervations aforeſaid from Time to Time, unto the End of the ſaid firſt fifteen Years; and if the Premiſſes be left in good Repair, and all other Things done and performed according to the Covenants aforeſaid; That then, from and after the Expiration of the firſt fifteen Years, this preſent Indenture, and every Thing herein contained, ſhall ceaſe, determine, and be utterly void, and of none Effect, to all Intents and Purpoſes whatſoever; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, *&c.*

A Power to the Tenant to quit at a certain Time, giving Notice, *&c.*

N° 5. *A Leaſe by Father Tenant for Life, and Son Remainder-man of the Inheritance, of a Piece of Garden-Ground, to accommodate a Tenant of a Meſſuage,* &c. *Power given to incloſe. Proviſo for determining this Leaſe along with the former.*

The Parties. THIS Indenture, made the third Day of *October Anno Domini* 1731, and in the fifth Year, *&c.* between *Abel Allen*, Citizen and Cooper of *London*, and *Barnard Allen*, Clerk, Son and Heir apparent of the ſaid *Abel Allen*, of the one Part, and *Clara Coates* of the Pariſh of *Dunſtable* in the County of *Eſſex*, Widow, of the other Part.

Recital of a former Leaſe between the ſame Parties, of a Houſe, *&c.* Whereas the ſaid *Clara Coates* holds by Leaſe from the ſaid *Abel* and *Barnard Aſton*, for divers Years yet to come, a Meſſuage, Coach-houſe, Stable, Garden, Yard and Backſide, with their Appurtenances, in *Fidham* near the *Grange* in the ſaid Pariſh of *Dunſtable*, now in the Tenure, Poſſeſſion or Occupation of the ſaid *Clara Coates:*

The Conſideration. Now this Indenture witneſſeth, That in conſideration of the Rent and Covenants herein after reſerved and contained, on the Part of the ſaid *Clara Coates*, her Executors, Adminiſtrators and Aſſigns, to be paid and performed, they the ſaid *Abel Allen* and *Barnard Allen* have, and each of them hath demiſed,

The Demiſe. leaſed, and to farm letten, and by theſe Preſents do, and each of them doth demiſe, leaſe, and to farm let, unto the ſaid *Clara Coates*, her Executors, Adminiſtrators and Aſſigns,

The Parcels. Garden-Ground, All that Piece of Garden-Ground, with the Appurtenances, lying and being in the ſaid Pariſh of *Dunſtable*, late in the Poſſeſſion of *Hugh Hulſe*, and abutting Eaſt on the Meſſuage or Tenement late in his Poſſeſſion, North on the ſaid Garden in the Poſſeſſion of the ſaid *Clara Coates*, Weſt on the High Road from *Inford* to *Kingſtown*, and containing in Length as well on the ſaid Eaſt Side next the ſaid Meſſuage late in the Poſſeſſion of the ſaid *Hugh Hulſe*, as on the ſaid Weſt Side next the ſaid Road, ſixty-Foot or thereabouts, and in Breadth as well at the North End as at the South End twenty-ſix Foot or thereabouts, together with

with Liberty to incloſe the ſame. free Liberty, Licence and Authority to and for her the ſaid *Clara Coates*, her Executors, Adminiſtrators and Aſſigns, to incloſe and lay the ſaid hereby demiſed Piece of Ground into the ſaid Garden now in her Poſſeſſion by a Brick Wall, to

be erected and built on the East Side of the same Piece of Ground, from the Corner of the said Messuage now in her Possession up to the Wall adjoining to the said Road; To have and to hold the said hereby demised Piece of Garden-Ground with the Appurtenanees, together with such Liberty and Authority as aforesaid, unto the said *Clara Coates*, her Executors, Administrators and Assigns, from the Feast Day of St. *Michael* the Archangel now next ensuing, for and during the full Time and Term of twenty-one Years: Yielding and paying therefore during the said Term the yearly Rent of 30*s.* of lawful Money of *Great Britain*, at the four most usual Feasts or Days of Payment in the Year, that is to say, *Christmas*, *Lady-day*, *Midsummer*, and *Michaelmas*; the said Rent to be paid unto the said *Abel Allen* and his Assigns, for so long of the said Term as he shall live; and after his Decease, unto the said *Barnard Allen*, his Heirs and Assigns, for the then Residue of the said Term. And the said *Clara Coates* doth hereby for herself, her Heirs, Executors, Administrators and Assigns, covenant, promise and agree, to and with the said *Abel Allen* and *Barnard Allen*, and the Heirs and Assigns of the said *Barnard Allen*, that she the said *Clara Coates*, her Executors, Administrators or Assigns, shall and will well and truly pay the said yearly Rent of 30*s.* at such Times and in such Manner as aforesaid. And the said *Abel Allen* and *Barnard Allen* do hereby for themselves, their Heirs and Assigns, covenant, promise, grant and agree, to and with the said *Clara Coates*, her Executors, Administrators and Assigns, that she and they paying the said Rent, shall and may peaceably and quietly have, hold and enjoy the said hereby demised Piece or Parcel of Ground with the Appurtenances for and during the said Term, without the lawful Let or Interruption of or by them the said *Abel Allen* and *Barnard Allen*, their or either of their Heirs or Assigns, or of any others, lawfully claiming or to claim, under them or any of them. Provided always, and it is hereby agreed by all the said Parties hereto, in case and when and so soon as the said recited Lease, whereby the said *Clara Coates* holds the said Messuage and Premisses now in her Possession as aforesaid, shall cease and determine, by Virtue of the Proviso therein contained, for her yielding up the same Messuage or Premisses on such Notice as is in the same Lease mentioned, then and in such Case, and at all Times from thenceforth (after Payment of all Arrears then due of the said Rent hereby reserved) this Indenture, and every Clause and Sentence herein contained, shall cease and be void. In witness, *&c.*

Habendum for Years;

Yielding a Rent Quarterly,

to the Father for his Life, then to the Son and his Heirs.

The Lessee covenants to pay, *&c.*

The Lessors covenant for quiet Enjoyment.

Proviso for determining this Term along with the recited Term.

A Lease of a Capital Messuage in London, *described by its Rooms*, N° 6. &c. *Some Special, besides the usual Covenants.*

THIS Indenture, made the twenty-ninth Day of *April Anno Domini* 1725, and in the eleventh Year of our sovereign Lord *George*, by the Grace of God, King of *Great Britain*, *&c.* between Sir *Arthur Astry* of *Bitton* in the County of *Cambridge*, Bart. of the one Part, and Sir *David Deal* of *London*, Bart. of the other Part, witnesseth, That for and in consideration of the Rent, Covenants and Agreements herein after reserved and contained, by and on the Part and Behalf of the said Sir *David Deal*, his Executors, Administrators and Assigns, to be paid, done and performed, he the said Sir *Arthur Astry* hath leased, set, and to farm let, and by these Presents doth lease, set, and to farm let, unto the said Sir *David Deal*, his Executors, Administrators and Assigns, All that capital Messuage or Mansion-house situate and being in or near *End-lane*, on the East Side thereof, in the Parish of St. *Mary-le-bow*, *London*, together with the Court-Yard fronting the said Messuage, and the Great Gate-way leading from the same into *End-lane* aforesaid, which said Messuage containeth the several Rooms, Places and Conveniences herein after mentioned; that is to say, On the Ground-Floor a little Parlour, a Butler's Room, an Entry and Passage to the Back-Stairs, a Kitchin, a Servant's Hall, a Servant's Bed-Chamber, a little Yard behind the same, and the Arch or Passage leading from the said little Yard behind the said capital Messuage to *Foot-lane*, a Pantry on the North Side of the said Arch, and a Wash-House, Coal-Vault and Necessary-House, on the South Side thereof; on the first Floor over the said Ground-Floor a large Hall, a Parlour, a Dining-Room, a Withdrawing-Room,

The Parties.

The Consideration.

The Demise.

The Parcels.

A capital Messuage in *London*.

Description by Particulars.

Room, a Yard paved with *Portland* Stone behind the ſaid capital Meſſuage, and a Neceſſary-Houſe; on the ſecond Floor a Chamber over the Hall, another over the Parlour, the beſt Chamber and a Dreſſing Room; on the Third or Upper-Floor two Front Chambers, a Middle Room, two Back-Chambers and a Cloſet between them, and Leads over all the ſaid Upper-Floor; And all that Brick-Building with its Appurtenances abutting Weſt on *End-Lane* aforeſaid, and Eaſt on the aforeſaid Court-Yard, and containing the ſeveral Rooms, Places and Conveniences following (*viz.*) On the Firſt Floor a Stable for four Horſes on the North Side of the aforeſaid Gateway, and a Stable for three Horſes on the South Side thereof; on the Second Floor a Servant's Room and a Hay-loft; on the third Floor one large and one ſmall Warehouſe, and on the Fourth Floor one large Warehouſe: And alſo all and every the Vaults and Cellars under the ſaid capital Meſſuage, Brick-Building and Court-Yard, every or any of them, and full and free Liberty of Ingreſs, Egreſs and Regreſs, Way and Paſſage with Servants, Horſes, Carts and Carriages, at all ſeaſonable Times during the Term hereby leaſed, unto and from the ſaid capital Meſſuage, out of and into *Foot Lane* aforeſaid, in, by and through the Yard belonging to the Warehouſes of the ſaid Sir *Arthur Aſtry*, which adjoin or are near to the ſaid capital Meſſuage, and in, by and through the Way there that goes between the Brew-houſe and the Waſh-houſe, belonging alſo to the ſaid Sir *Arthur Aſtry*; And alſo all other Ways, Paſſages, Lights, Eaſements, Water-Courſes, Profits, Commodities and Appurtenances whatſoever, to the ſaid capital Meſſuage, Brick-Building, Court-Yard, Vaults, Cellars, and Premiſſes hereby leaſed, belonging or in any ways appertaining, or accepted, reputed, taken or known, as Part, Parcel, or Member thereof; all and ſingular which ſaid Premiſſes hereby leaſed, are now in the Tenure or Occupation of the ſaid Sir *David Deal*; To have and to hold the ſaid capital Meſſuage or Manſion-Houſe, Brick-Building, Court-Yard, Vaults, Cellars, and all and ſingular other the Premiſſes herein before leaſed, with their and every of their Appurtenances, unto the ſaid Sir *David Deal*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of the Annunciation of the bleſſed Virgin *Mary* laſt paſt before the Date hereof, for and during, and unto the full End and Term of twenty-one Years, from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefore Yearly and every Year, during the ſaid Term of twenty-one Years hereby leaſed, unto the ſaid Sir *Arthur Aſtry*, his Heirs and Aſſigns, the yearly Rent or Sum of 300 *l.* of lawful Money of *Great Britain*, on the four moſt uſual Feaſts or Quarter-days of Payment in the Year, that is to ſay, the Feaſts of the Nativity of St. *John* Baptiſt, St. *Michael* the Archangel, the Birth of our Lord Chriſt, and the Annunciation of the bleſſed Virgin *Mary*, by even and equal Portions; the firſt Payment thereof to be made on the Feaſt-day of the Nativity of St. *John* the Baptiſt next enſuing the Date of theſe Preſents. And the ſaid Sir *David Deal* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid Sir *Arthur Aſtry*, his Heirs and Aſſigns, by theſe Preſents, that he the ſaid Sir *David Deal*, his Executors, Adminiſtrators and Aſſigns, ſhall and will Yearly and every Year, during the ſaid Term hereby granted, well and truly pay, or cauſe to be paid, unto the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns, the ſaid yearly Rent or Sum of 300 *l.* of lawful, *&c.* on the ſaid four moſt uſual Feaſts or Quarter-days of Payment in the Year abovementioned, according to the Reſervation thereof aforeſaid, and the true Meaning of theſe Preſents. And the ſaid Sir *David Deal*, for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth farther covenant, promiſe and agree, to and with the ſaid Sir *Arthur Aſtry*, his Heirs and Aſſigns, by theſe Preſents, in manner following; that is to ſay, that he the ſaid Sir *David Deal*, his Executors, Adminiſtrators and Aſſigns, or ſome of them, at his, their, or ſome of their own proper Coſts and Charges, ſhall and will well and ſufficiently repair, ſupport, uphold, ſuſtain, maintain, amend and keep the ſaid capital Meſſuage, Brick-Building, Court-Yard, Vaults and Cellars, and all and ſingular other the Premiſſes hereby leaſed, with the Appurtenances, in, by and with all and all Manner of needful and neceſſary Reparations and Amendments whatſoever, and ſhall and will in like manner glaze, pave, purge, empty, ſcower, cleanſe, amend, maintain and keep all the Glaſs-Windows, Pavements, Privies, Sinks, Gutters, Water-Courſes and Wydraughts thereunto belonging, and that from time to time, and at all Times during

And Ingreſs, *&c.* through a Yard of the Leſſor.

General Words.

Habendum

for a Term,

at a yearly Rent, payable Quarterly.

The Tenant covenants duly to pay, *&c.*

And to repair;

the ſaid Term hereby leaſed, when, where, and as often as Occaſion ſhall be or require; And the ſaid capital Meſſuage, Brick-Building, Court-yard, Vaults and Cellars, and Premiſſes herein before leaſed with the Appurtenances, and alſo all the Glaſs-Windows, Pavements, Privies, Sinks, Gutters, Water-courſes and Wydraughts, thereunto belonging, being ſo well and ſufficiently repaired, ſupported, upholden, ſuſtained, maintained, glazed, paved, purged, emptied, ſcowred, cleanſed, amended and kept, at the End and Expiration of the ſaid Term hereby leaſed, or other ſooner Determination of this preſent Leaſe (which ſhall firſt happen) unto the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns, peaceably and quietly ſhall and will leave, ſurrender and yield up, together with all and every the Wainſcots, Paintings, Chimney-Pieces, Marble-Slabs, and other Things fixed and being in and about the ſaid leaſed Premiſſes, particularly mentioned and expreſſed in the Schedule thereof indented and to theſe Preſents annexed, in as good Caſe and Condition as the ſame now are and be (reaſonable Uſe and Wearing thereof in the mean time only excepted). And moreover, that it ſhall and may be lawful to and for the ſaid Sir *Arthur Aſtry*, his Heirs and Aſſigns, with Workmen or others in his or their Company or Companies, or without, twice or oftner in every Year, yearly during the ſaid Term hereby granted, at ſeaſonable Times in the Day-time to enter and come into and upon the ſaid leaſed Premiſſes, or any Part thereof, there to view, ſearch and ſee the State and Condition of the ſame, and of the Reparations and Amendments thereof, and of all Defaults, Decays and Wants of Reparation, which upon any ſuch View or Views ſhall be found, to give or leave Notice in Writing or otherwiſe at the ſaid demiſed Premiſſes, unto or for the ſaid Sir *David Deal*, his Executors, Adminiſtrators and Aſſigns, to repair and amend the ſame, within the Time and Space of ſix Months next after ſuch Notice thereof ſhall be given or left as aforeſaid; within which ſaid Time and Space of ſix Months the ſaid Sir *David Deal* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid Sir *Arthur Aſtry*, his Heirs and Aſſigns, to repair and amend all ſuch Defaults and Wants of Reparations whereof ſuch Notice ſhall be ſo given or left as aforeſaid. Provided always, that if it ſhall happen the ſaid yearly Rent or Sum of 100 *l.* herein before reſerved, or any Part thereof, ſhall be behind or unpaid in part or in all, by the Space of thirty Days next over or after any of the ſaid Feaſts or Quarter-days of Payment, on which as aforeſaid the ſame is reſerved and ought to be paid (being lawfully demanded) that then and from thenceforth, and at all Times afterwards, it ſhall and may be lawful to and for the ſaid Sir *Arthur Aſtry*, his Heirs and Aſſigns, into the ſaid capital Meſſuage, Brick-Building, Court-yard, Vaults, Cellars and Premiſſes, and into every or any Part thereof, in the Name of the whole, wholly to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy, as in his or their firſt and former Eſtate, and the ſaid Sir *David Deal*, his Executors, Adminiſtrators and Aſſigns, and all other Occupiers of the ſaid Premiſſes, thereout and from thence utterly to expel, put out and amove; this Indenture, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid Sir *Arthur Aſtry* for himſelf, Heirs and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid Sir *David Deal*, his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, as followeth; that is to ſay, that during the ſaid Term of twenty-one Years hereby granted, no Windows or Lights of any Sort ſhall be made, in or out of that Side of the Brick-Building or Warehouſe which is next the Yard paved with *Portland* Stone, hereby leaſed, without the ſpecial Licence and Conſent of the ſaid Sir *David Deal*, his Executors, Adminiſtrators or Aſſigns, in Writing under his or their Hand for that Purpoſe firſt had and obtained. And alſo that he the ſaid Sir *David Deal*, his Executors, Adminiſtrators and Aſſigns, well and truly paying the ſaid yearly Rent of 300 *l.* in Manner as the ſame is herein before reſerved and made payable, and obſerving, performing, fulfilling and keeping all and ſingular the Covenants, Clauſes, Articles and Agreements herein before contained, which on his and their Parts and Behalfs are and ought to be obſerved, performed, fulfilled and kept, according to the true Meaning of theſe Preſents, ſhall or lawfully may peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid capital Meſſuage or Manſion-houſe, Brick-Building, Court-yard, Vaults and Cellars, and all and ſingular other the Premiſſes herein before mentioned to be hereby leaſed, with their and every of their Appurtenances, for and during all the ſaid

And ſo to leave them,

with Wainſcots, &c. in a Schedule.

And that the Leſſor may enter to view, &c.

and give Notice of Defaults, which the Tenant is to repair,

On Non-payment,

the Leſſor may re-enter.

The Leſſor covenants, that during the Term no Window ſhall be made into the Yard, without Leave of the Leſſee,

And for quiet Enjoyment.

Term of twenty-one Years hereby granted, without the lawful Let, Suit, Trouble, Eviction, Moleſtation, Denial or Interruption, of or by the ſaid Sir *Arthur Aſtry*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whatſoever, lawfully claiming or to claim, from, by or under, or in Truſt for him or them, or by or through his or their Means, Act, Right, Title, Privity or Procurement. In witneſs whereof the ſaid Parties to theſe Preſents have hereunto interchangeably ſet their Hands and Seals, the Day and Year firſt above written.

N° 7. *A Leaſe of two Houſes, Lands,* &c. *Rent reſerved in Money and Cyder. Exception of Timber-trees. The Tenant covenants to preſerve them, and Fruit-trees. He is to have Houſe-bote and Plough-bote by Aſſignment of the Leſſor. He is to repair (except in caſe of Fire or Tempeſt) and may pull down certain Houſes. Other Special Agreements.*

THIS Indenture, made the twenty-ſeventh Day of *December* in the third Year of the Reign of our Lord King *George* the Second, *Anno Domini* 1728, between *Amos Aſh* of *Bidford* in the County of *Cheſter*, Eſq; of the one Part, and *Duncan Due* of *Egar* in the Pariſh of *Fond* in the County of *Glouceſter*, Gent. of the other Part, witneſſeth, That the ſaid *Amos Aſh*, as well for and in conſideration of the yearly Rent hereby reſerved, and of the Covenants and Agreements herein contained, which on the Part and Behalf of the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, are to be kept and performed, as for other good Cauſes and Conſiderations him moving, hath demiſed and to farm let, and by theſe Preſents doth demiſe, and to farm let and ſet, unto the ſaid *Duncan Due*, All that his capital Meſſuage, Tenement and Farm commonly called or known by the Name of *Hennon*, ſituate, lying and being in *Egar* aforeſaid in the Pariſh of *Fond*, and in *Ibſden* in the Pariſh of *Keave*, and in a certain Common Meadow called *Long-Mead*, and in the Holms in the ſeveral Pariſhes of *Morton* and *Newbold* in the ſaid County of *Glouceſter*, now or late in the Poſſeſſion of the ſaid *Duncan Due*, his Under-Tenants or Aſſigns; And all Houſes, Edifices, Buildings, Gardens, Orchards, Arable Lands, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Profits, Ways, Waters, Water-courſes, Eaſements and Appurtenances whatſoever, to the ſaid capital Meſſuage or Tenement and Farm belonging, or in any wiſe appertaining; And alſo all other the Meſſuages, Tenements, Cottages and Lands of him the ſaid *Amos Aſh*, lying in *Egar* and *Ibſden*, in the ſaid Pariſhes of *Fond*, *Keave*, *Morton* and *Newbold*, in the ſaid County of *Glouceſter*, and now or late in the Poſſeſſion of the ſaid *Duncan Due*, and Part and Parcel of the ſaid capital Meſſuage and Farm called *Egar* (Excepting and always reſerving out of this Demiſe unto the ſaid *Amos Aſh*, his Heirs and Aſſigns, all Timber-trees and Trees like to be Timber, with Liberty to fell, cut down, and carry away the ſame, at all convenient Times and Seaſons of the Year, making Satisfaction for any Damage that he the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns may ſuſtain, in having the ſame carried over his Corn, Grain, Clover or Mowing-Graſs, and ſo as he the ſaid *Amos Aſh*, his Heirs and Aſſigns, do leave ſuch ſufficient Quantity of Timber growing upon the ſaid Farm, as may be there had for neceſſary Uſes in repairing the Buildings and Management of the ſaid Farm); To have and to hold the ſaid Meſſuage or Tenement, Farm and Premiſſes hereby demiſed, with the Appurtenances, unto the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of the Nativity of our Bleſſed Lord now laſt paſt, for and during, and unto the full End and Term of twenty-one Years, from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly and every Year, during the ſaid Term, unto the ſaid *Amos Aſh*, his Heirs and Aſſigns, the Rent or Sum of 300 *l.* of lawful Money of this Realm, at the now Dwelling-houſe of the ſaid *Amos Aſh*, ſituate in *Bidford* in the ſaid County of *Cheſter*, free and clear of all Taxes, Charges, Aſſeſſments and Payments whatſoever, taxed, charged or impoſed, or to be taxed, charged or impoſed upon the Premiſſes, or any Part thereof, by Authority of Parliament, or otherwiſe howſoever, in and upon every 25th Day of

The Parties.

The Conſideration.

The Demiſe.

The Parcels.

A Capital Meſſuage, Farm, &c.

General Words.

(Exception of Timber-trees, and Liberty to cut them)

Habendum for a Term;

Yielding a yearly Rent at the Leſſor's Houſe, free from all Taxes, by half-yearly Payments,

of *March* and 29th Day of *September* in every Year, and twenty Gallons of the beſt Sort of Cyder that ſhall or may be made upon the ſaid Farm, to be delivered yearly in the Month of *April*, at ſuch Place in the City of *Glouceſter* as he the ſaid *Amos Aſh*, or his Heirs or Aſſigns ſhall appoint, he or they paying for the Caſk. and a Quantity of Cyder.

And the ſaid *Duncan Due* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and agree, to and with the ſaid *Amos Aſh*, his Heirs and Aſſigns, to yield and pay in and upon the Days, and at the Place of Payment of the ſaid yearly Rent above reſerved, and over and above the ſame Rent, the Sum of 5 *l.* of lawful Money of this Realm for every Acre, and ſo in proportion for every greater or leſſer Quantity of the Meadow or ancient Paſture hereby demiſed (except as is herein after agreed) as he the ſaid *Duncan Due*, his Executors, Adminiſtrators or Aſſigns, ſhall at any Time, during the ſaid Term hereby demiſed, plough, dig up or convert, or cauſe to be ploughed, dug up, or converted into Tillage; the firſt Payment thereof to be made on either of the ſaid Days of Payment of the ſaid yearly Rent hereby reſerved, which ſhall happen next after ſuch ploughing or digging up as aforeſaid. The Leſſee covenants to pay a great additional Rent, in caſe of ploughing up Meadow.

Provided always, that if it ſhall happen that the ſaid yearly Rent hereby reſerved, or any Part thereof, ſhall be behind or unpaid, in part or in all, by the Space of fifty Days next after any or either of the ſaid Days and Times whereon the ſame ought to be paid as aforeſaid, the ſame being lawfully demanded, and no Diſtreſs to be had or found upon the ſaid Premiſſes ſufficient to pay the ſaid Rent and the Arrears thereof (if any ſhall be) that then and from thenceforth, and ſo often, it ſhall and may be lawful, to and for the ſaid *Amos Aſh*, his Heirs and Aſſigns, into the ſaid demiſed Premiſſes or into any Part thereof, in the Name of the whole, wholly to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his and their former Eſtate, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Proviſo for Re-entry, in default of Payment, and of Diſtreſs.

And the ſaid *Duncan Due* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, grant and agree, to and with the ſaid *Amos Aſh*, his Heirs and Aſſigns, in Manner and Form following (that is to ſay) That he the ſaid *Duncan Due*, his Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Amos Aſh*, his Heirs and Aſſigns, the ſaid yearly Rents and Reſervations above reſerved, at the Days and Times, and in Manner and Form above expreſſed, according to the true Meaning of theſe Preſents, without any Deduction, Defalcation or Abatement to be made, for or in reſpect of any Taxes, Charges or Aſſeſſments whatſoever, charged or to be charged upon the ſaid Premiſſes, or any Part thereof, either ordinary or extraordinary. The Tenant covenants duly to pay.

And alſo that he the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time, as Need ſhall require, during the ſaid Term, well and ſufficiently repair, amend, maintain, ſuſtain and keep the ſaid capital Meſſuage in *Egar* and the Buildings thereunto belonging, and one other Meſſuage or Tenement and Buildings thereunto belonging, ſituate in *Ibſden*, called or known by the Name of *Oldham*'s Farm, and now in the Tenure or Occupation of *Philip Pratt*, or his Under-tenants or Aſſigns, together with the Glaſs-Windows, Walls, Pales, Rails, Gates, Poſts, Flood-gates, Stiles, Hedges, Fences and Incloſures, which now are, or during this Demiſe ſhall be in or upon the ſaid demiſed Premiſſes (being allowed ſuch fitting Timber, and other Materials for the doing thereof, as may or can be conveniently had from off the ſaid Premiſſes) Caſualties by Fire which may happen to the ſaid capital Meſſuage and Buildings hereby demiſed, or any Part thereof, not occaſioned through the Neglect of the ſaid *Duncan Due* or his Family, or that may otherwiſe happen by Storms and Tempeſts, only excepted; and the ſame ſo well and ſufficiently repaired, amended, maintained, ſuſtained, fenced, ſcoured, cleanſed and kept, together with the Poſſeſſion of the ſaid Premiſſes, ſhall and will peaceably and quietly leave and yield up unto the ſaid *Amos Aſh*, his Heirs and Aſſigns, at the End of the ſaid Term, not doing or committing, or cauſing to be done or committed, any Manner of Waſte, Spoil or Deſtruction, in or upon the ſaid demiſed Premiſſes, or any Part thereof; And ſhall and will yearly plough, ſow and manure the arable Land hereby demiſed in a due regular Courſe of Huſbandry, according to the Cuſtom of the County, and in like manner ſpend and employ in and upon the ſaid demiſed Premiſſes all the Hay, Straw, Fodder, Dung and Soil, which ſhall happen to be yearly made or ariſe there, during the ſaid Term; And ſhall alſo from Time to Time, during the ſaid Term

And to repair two Meſſuages, (being allowed Timber on the Premiſſes) Fire and Tempeſts excepted, and peaceably to yield up, &c. and to plough the arable Land in a Courſe of Huſbandry, and to ſpend the Dung.

Term hereby demiſed, preſerve and keep the Fruit-trees that are or ſhall be planted upon the ſaid demiſed Premiſſes from any Injury by Ploughing, or by Cattle or otherwiſe; And in caſe any Fruit-tree or Trees ſhall happen to die or decay, that he the ſaid *Duncan Due*, his Executors, Adminiſtrators or Aſſigns, ſhall at the next Seaſon of the Year for planting ſupply ſuch Defects with a grafted Tree of the like or better Sort of Fruit, with a Crab-Stock to be grafted with ſuch Fruit, as ſoon as the ſame ſhall be ready for grafting. And the ſaid *Duncan Due* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth farther covenant, promiſe and agree, to and with the ſaid *Amos Aſh*, his Heirs and Aſſigns, and to and with every of them, that neither he the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, or any or either of them, ſhall or will during the ſaid Term ſell or diſpoſe of any Hay or Straw, or any Fire-wood, Fuel, or Buſhes ariſing or growing upon the ſaid Premiſſes, or ſhred the Boughs of any Oak, Timber-tree or Trees not uſually ſhredded, nor crop, lop or top any Maiden Aſh, Oak, Elm or Poplar, that are or may be likely to grow to Timber, nor aſſign this Leaſe or the Term hereby granted, or the ſaid Premiſſes hereby demiſed, or any Part thereof, to any Perſon or Perſons, without the Licence and Conſent of the ſaid *Amos Aſh*, his Heirs and Aſſigns, firſt had and obtained in Writing. And the ſaid *Amos Aſh* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and grant, to and with the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Amos Aſh*, his Heirs or Aſſigns, or ſome or one of them, ſhall and will from Time to Time, upon every reaſonable Requeſt, when and ſo often as Need ſhall require, during the Term hereby granted, aſſign, allow and appoint, to and for the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, ſufficient and convenient Timber to be had and taken by the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, upon the ſaid demiſed Premiſſes (if it be there to be had) at ſeaſonable Times in the Year, to be uſed and employed for and towards the Reparations and Amendments of the ſaid capital Meſſuage in *Egar*, and the ſaid other Meſſuage or Tenement in *Ibſden*, and the ſeveral Barns and Buildings to the ſame reſpectively belonging (the reſt of the ſmall Tenements and Buildings belonging to the ſaid Premiſſes hereby granted being herein after agreed to be pulled down) and alſo for the repairing the Gates, Poſts, Rails, Pales, Bridges and Flood-gates belonging to the ſaid demiſed Premiſſes; and alſo ſufficient Bote for Carts, Wayns, Waggons, Ploughs and Harrows, and ſuch like Uſes, to be employed on the ſaid demiſed Premiſſes, and not elſewhere; and in default of ſuch Appointment, that it ſhall and may be lawful, to and for the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, to take the ſame for the Uſes aforeſaid. And that the ſaid *Duncan Due*, his Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and may from Time to Time, and at all Times hereafter during the ſaid Term hereby demiſed, by and under the yearly Rents hereby reſerved, and the Covenants and Agreements therein contained, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy all and ſingular the Premiſſes hereby demiſed, with the Appurtenances, without the Let, Suit, Trouble or Diſturbance of the ſaid *Amos Aſh*, his Heirs or Aſſigns, and of all and every other Perſon and Perſons whatſoever, claiming or to claim, by, from or under him or them. And alſo that he the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, ſhall from and after the Expiration, or other ſooner Determination of the ſaid Term hereby demiſed, have convenient Room in the ſaid capital Meſſuage, and the ſaid other Meſſuage, and in the Barns, Beaſt-houſes and Folds, Parcel of the Premiſſes hereby demiſed, for lodging their Servants, threſhing out their Corn and Grain, tying up their Cattle, ſpending of their Hay and Fodder, and removing their Goods, till the firſt Day of *May* then next enſuing, together with Liberty of houſing in the ſaid Barns all ſuch Winter-corn and Grain as ſhall be ſowed at the *Michaelmas* Sowing then laſt paſt on ſuch Part of the Summer fallowed arable Land as ought in courſe of Huſbandry to be ſowed with Corn, with convenient Room for houſing, threſhing, and diſpoſing of the ſame, and laying down the ſaid Corn when threſhed, until the ſecond Day of *May* next after the ſame Harveſt: Upon condition nevertheleſs, that he the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, do threſh out the ſaid Corn at proper and convenient Times and Seaſons for the ſucceeding Tenant to ſpend the Straw ariſing therefrom. And laſtly, it

and to preſerve the Fruit-trees, and replace ſuch as decay.

The Leſſee covenants not to ſell Hay, Straw or Fuel,

or ſhred, or lop Timber-trees,

or aſſign this Leaſe, or Part, without Conſent.

The Leſſor covenants to aſſign Timber for Repairs.

and Cart-bote,

and for quiet Enjoyment.

And that the Tenant after the End of the Term ſhall have Room for Servants, Threſhing, &c.

upon condition to leave the Straw.

is agreed, by and between the ſaid Parties to theſe Preſents, that in regard there are ſeveral ſmall Tenements and Buildings now ſtanding upon the ſaid Premiſſes which are thought to be an Incumbrance to the ſame, that he the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, ſhall and may be at Liberty to pull the ſame down (except Cottages upon the Waſte, now erected or to be erected); and that he ſhall apply the Timber and other Materials ariſing therefrom, as far as the ſame may be uſeful and wanting, for and towards the Repairing and Amending the ſaid Capital Meſſuage in *Egar*, and the ſaid other Meſſuage in *Ibſden*, and the Buildings thereunto reſpectively belonging, which are to be kept up and ſupported by the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, during the ſaid Term, as is herein before expreſſed. And that it ſhall and may be lawful to and for the ſaid *Duncan Due*, his Executors, Adminiſtrators and Aſſigns, to plough up an ancient Meadow or Paſture-Ground called the Rough Meadow, which now lies uneven, provided the ſame be well laid down again for Paſture in good Heart ten Years before the Expiration of the Term hereby demiſed. In witneſs, *&c.*

An Agreement to pull down ſome Buildings.

The Materials, how to be applied.

And to plough up a certain Meadow, and lay the ſame.

A Leaſe of Land and Houſes; ſome to be pulled down. The Tenant to preſerve Trees. Not to plough in the laſt three Years. He may lop Trees for Plough-bote, &c. N° 8.

THIS Indenture, made the firſt Day of *October Anno Domini* 1724, and in the eleventh Year of the Reign of our Sovereign Lord *George, &c.* between *Adam Allen* of *Batton* in the County of *Cardigan*, Eſq; of the one Part, and *Darby Dun* of *Batton* aforeſaid, Brewer, of the other Part, witneſſeth, That for and in conſideration of the yearly Rent and Covenants herein after reſerved and contained, and which on the Part and Behalf of the ſaid *Darby Dun*, his Executors, Adminiſtrators and Aſſigns, are to be paid, done and performed, he the ſaid *Adam Allen* hath leaſed, ſet and to farm let, and by theſe Preſents doth leaſe, ſet and to farm let, unto the ſaid *Darby Dun*, his Executors, Adminiſtrators and Aſſigns, All thoſe two Fields or Cloſes of Arable or Paſture Ground, with their Appurtenances, lying or being in or near *Etten* in the Pariſh of *Batton* aforeſaid, and containing together by Eſtimation twelve Acres, more or leſs; and all that Cloſe, or Piece or Parcel of Meadow-Ground, with the Appurtenances, commonly called or known by the Name of the Four Acres, lying and being on the North Side of *Batton Lane*, in or near *Etten* aforeſaid, and containing by Eſtimation four Acres, more or leſs; And all that Brewhouſe lately erected and built, and now ſtanding or being upon the ſaid laſt mentioned Cloſe or ſome Part thereof, and all Edifices, Erections and Buildings to the ſame Brewhouſe belonging or appertaining, or therewith uſed or enjoyed; And all that Piece or Parcel of Arable or Paſture Ground, with the Appurtenances, lying and being at *Groves* in *Etten* aforeſaid, in the ſaid Pariſh of *Batton*, containing by Eſtimation two Acres, more or leſs; and all that Piece or Parcel of Arable or Paſture Ground, with the Appurtenances, commonly called or known by the Name of *Haynes*, containing by Eſtimation ſix Acres, more or leſs; and all that other Piece or Parcel of Arable or Paſture Ground, with the Appurtenances, commonly called or known by the Name of *Jarrands*, containing by Eſtimation two Acres, more or leſs; and all thoſe eight Acres of Land, be they more or leſs, lying in ſeveral Parcels in the Fields, called *King's Mead* and *Lilly's Mead*, in the ſaid Pariſh of *Batton*; and all that Piece or Parcel of Land incloſed, lying and being in the ſaid Field, called *Money's Hill*, in *Batton* aforeſaid, containing by Eſtimation two Acres, more or leſs, abutting on the Lands now or late or ſome time of *Noah Norris* towards the South, and on the Lands now or late or ſome time of *Owen Oldys* towards the Eaſt; And all that Meſſuage or Tenement with the Appurtenances late in the Poſſeſſion of *Darby Dun* deceaſed, but now empty, and intended and agreed to be pulled down and demoliſhed, and the Materials thereof to be employed in repairing the Meſſuage next herein after mentioned; And all thoſe four Parcels of Land incloſed, commonly called or known by the Name of *Penny's Ends*, containing by Eſtimation twenty Acres, more or leſs, abutting on *Quarren Hill* North, on *Randam*'s Mead South, on Lands now or late or

The Parties.

The Conſideration.

The Demiſe.

The Parcels. Arable Land, Meadow.

A Brewhouſe.

More Land.

A Meſſuage intended to be pulled down.

Other Land.

ſome time of the ſaid *Owen Oldys* on the Eaſt, and on a Coppice now or late or ſome time of *Samuel Slade* on the Weſt; and all that Parcel of Land or Ground called *Randams* Mead aforeſaid, containing by Eſtimation forty Acres, more or leſs, abutting on *Titton*'s Field there, on the South and Weſt, and on the Lands now or late or ſome time of the ſaid *Owen Oldys*, and on *Weſtwood* on the Eaſt, which ſaid laſt mentioned Lands and Premiſſes are lying and being in *Batton* aforeſaid; and all that Meſſuage, Tenement or Houſe, with the Appurtenances, called *Penny's Ends*, now or late in the Poſſeſſion of *Vincent Veal*, and all thoſe ſeven ſeveral Parcels of Land thereunto belonging, or therewith uſed or enjoyed, adjoining together, and commonly called or known by the Name of *Penny's Ends*, ſituate, lying and being in *Batton* aforeſaid, between Lands late or ſome time of the ſaid *Noah Norris* on the North and Eaſt Part, and *Wend's Lane* on the Weſt, and containing by Eſtimation thirty Acres, more or leſs, and now or late alſo in the Poſſeſſion of the ſaid *Vincent Veal*; and all other the Lands, Tenements and Hereditaments, in or near *Etten* and *Batton* aforeſaid, or either of them, which were lately granted and conveyed unto and to the Uſe of the ſaid *Adam Allen*, his Heirs and Aſſigns, by *Xantippe Xole* of *Batton* aforeſaid, Widow of *Xerxes Xole* of *Batton* aforeſaid, Gent. and the ſaid *Darby Dun* Party hereunto, by Indentures of Leaſe and Releaſe, and Bargain and Sale, inrolled in Chancery, bearing Date reſpectively the fourteenth and fifteenth Days of this Inſtant *October*, (Except and always reſerved out of theſe Preſents, and the Demiſe and Leaſe hereby made or intended to be made, unto the ſaid *Adam Allen*, his Heirs or Aſſigns, all thoſe two new-built Brick Meſſuages or Tenements, with the Out-houſes, Buildings, Barns, Stables, Yards, Gardens, Orchards, and other Appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate, ſtanding and being in or near *Batton* near *Etten* aforeſaid, in the ſaid Pariſh of *Batton*; and all that Field or Cloſe of Arable or Paſture Ground there, wherein the ſame Meſſuages or Tenements and Buildings ſtand, containing by Eſtimation ſix Acres, more or leſs; and alſo except and reſerved out of theſe Preſents, and the Demiſe hereby made or intended to be made, unto the ſaid *Adam Allen*, his Heirs and Aſſigns, all Timber and other Trees, ſtanding, growing or being, or hereafter to ſtand, grow or be upon the ſaid hereby leaſed Premiſſes, or any Part thereof; ſo always nevertheleſs, that it ſhall and may be lawful, to and for the ſaid *Darby Dun* Party hereunto, his Executors, Adminiſtrators and Aſſigns, during the Term hereby leaſed, to lop and top ſuch and ſo many of the ſaid Trees as ſhall be requiſite and neceſſary for Plough-bote, Stile-bote, Fire-bote, and all other neceſſary Repairs and Fences, in and about the ſaid hereby leaſed Premiſſes, and not elſewhere); To have and to hold the ſaid Meſſuage, Tenement, Brewhouſe, Lands, Hereditaments, and other the Premiſſes, mentioned or intended to be hereby leaſed, with their Appurtenances (except before excepted) unto the ſaid *Darby Dun* Party hereunto, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of the Nativity of St. *Michael* the Archangel now laſt paſt, for and during the full Time and Term, and unto the full End and Term of ſixty-one Years, from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefore Yearly and every Year, during the ſaid Term hereby leaſed, the yearly Rent or Sum of 120*l.* of lawful Money of *Great Britain*, on the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the Birth of our Lord *Chriſt*, and the Nativity of St. *John* Baptiſt, by even and equal Portions; the firſt Payment thereof to begin and to be made on the Feaſt-day of the Birth of our Lord *Chriſt* now next enſuing. Provided always, and upon Condition nevertheleſs, that if it ſhall happen that the ſaid yearly Rent or Sum of 120*l.* ſhall happen to be behind and unpaid, in part or in all, by the Space of thirty-one Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before reſerved and appointed to be paid as aforeſaid, being lawfully demanded; Then and in ſuch Caſe, and at all Times from thenceforth, it ſhall and may be lawful to and for the ſaid *Adam Allen*, his Heirs and Aſſigns, into the ſaid hereby leaſed Premiſſes, or any Part thereof, in the Name of the whole, wholly to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in his and their former Eſtate, and the ſaid *Darby Dun* Party hereunto, his Executors, Adminiſtrators and Aſſigns, and all other Occupiers and Poſſeſſors of the ſame Premiſſes, utterly to expel, put out and amove, this Indenture or any Thing herein contained to the contrary

Exception of Parcels,

and of Trees.

But the Tenant may lop for Plough-bote, &c.

Habendum for a Term,

Yielding a yearly Rent, payable Half-yearly.

Proviſo for Re-entry on Non-payment.

trary notwithſtanding. And the ſaid *Darby Dun* Party hereunto, doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *Adam Allen*, his Heirs and Aſſigns, in manner following; that is to ſay, that he the ſaid *Darby Dun* Party hereunto, his Executors, Adminiſtrators and Aſſigns, ſhall and will Yearly and every Year, during the ſaid Term of ſixty-one Years hereby leaſed, well and truly pay, or cauſe to be paid unto the ſaid *Adam Allen*, his Heirs and Aſſigns, the ſaid yearly Rent or Sum of 120*l.* on the ſeveral Feaſt-days whereon the ſame is herein before reſerved or appointed to be paid as aforeſaid, according to the Reſervation thereof before mentioned. And alſo that he the ſaid *Darby Dun* Party hereunto, his Executors, Adminiſtrators or Aſſigns, ſhall and will, within the Space of one Year next enſuing the Date hereof, at his and their own proper Coſts and Charges, well and ſufficiently repair and amend the ſaid Meſſuage, Tenement or Houſe called *Penny's Ends*, in all Things fitting and neceſſary to put the ſame into tenantable Repair. And alſo ſhall and will from Time to Time, and at all Times during the ſaid Term hereby leaſed, when and ſo often as Need ſhall be and require, at his and their own proper Coſts and Charges, repair, maintain, uphold, cleanſe, ſcower, amend and keep in good Repair the ſame Meſſuage, Tenement or Houſe, and all and ſingular other the ſaid hereby demiſed Premiſſes, and every Part thereof (except the ſaid Meſſuages intended to be demoliſhed as aforeſaid) and alſo all the Hedges, Ditches, Quickſets and Fences whatſoever, to the ſaid hereby demiſed Premiſſes, and every or any Part thereof belonging or appertaining; And the ſame ſo repaired, maintained, upheld, cleanſed, ſcowred, amended and kept in Repair, ſhall and will, at the End or other ſooner Determination of the ſaid Term hereby leaſed, peaceably and quietly leave, ſurrender and yield up, unto the ſaid *Adam Allen*, his Heirs or Aſſigns. And further, that he the ſaid *Darby Dun* Party hereunto, his Executors, Adminiſtrators and Aſſigns, ſhall and will, during all the ſaid Term of ſixty-one Years, huſband, till and manure the Lands and Grounds hereby demiſed, and every Part thereof, according to the beſt Manner of Huſbandry there uſed; And ſhall not carry away, ſell or diſpoſe of any of the Manure or Dung that ſhall be made or ariſe off or from the Premiſſes, or any Part thereof, but ſhall and will ſet and lay out the ſame, and every Part thereof, on the ſame Lands and Grounds, or on ſome Part thereof, and not elſewhere. And alſo that he the ſaid *Darby Dun* Party hereunto, his Executors, Admiſtrators or Aſſigns, ſhall not nor will, at any Time during the three laſt Years of the ſaid Term hereby leaſed, ear, plough, dig up or convert to Tillage, all or any Part of the ſaid Lands or Grounds, but ſhall or will lay down and uſe the ſame and every Part thereof for Feeding or Paſture, as in ſuch Caſes is there uſual and cuſtomary. And further, that he the ſaid *Darby Dun* Party hereunto, his Executors, Adminiſtrators or Aſſigns, ſhall not nor will, at any Time during the ſaid Term of ſixty-one Years, fell, cut down or deſtroy any Oak, Aſh or Elm, or any other Tree or Trees growing upon the ſaid hereby demiſed Lands or Grounds, or any Part thereof, without the Licence and Conſent of the ſaid *Adam Allen*, his Heirs or Aſſigns, firſt had and obtained in Writing. And the ſaid *Adam Allen* doth hereby for himſelf, his Heirs and Aſſigns, covenant, promiſe and agree, to and with the ſaid *Darby Dun* Party hereunto, his Executors, Adminiſtrators and Aſſigns, that he the ſaid *Darby Dun*, his Executors, Adminiſtrators and Aſſigns, paying the ſaid yearly Rent of 120*l.* and performing, fulfilling and keeping all and every the Covenants and Agreements herein before contained, and which on his and their Parts and Behalfs are or ought to be performed, fulfilled and kept, ſhall and may peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid hereby demiſed Premiſſes, and every Part and Parcel thereof, during the ſaid Term of ſixty-one Years hereby leaſed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the ſaid *Adam Allen*, his Heirs and Aſſigns, or of or by any other Perſon or Perſons, lawfully claiming or to claim, by, from or under him, them, or any of them. In witneſs, *&c.*

The Leſſee covenants duly to pay, *&c.*

And to repair;

And peaceably to quit, at the End of the Term.

And during that Term, to till, *&c.*

and not to diſpoſe of Dung, *&c.*

And not to plough in the three laſt Years.

And not to cut down Trees.

The Landlord covenants for quiet Enjoyment.

A Leaſe

N° 9. *A Leaſe of* Thavie's Inn *from the Truſtees for* Lincoln's Inn, *to the Principal and other Truſtees for* Thavie's Inn.

THIS Indenture, made the ſixth Day of *April Anno Domini* 1715. and in the firſt Year of the Reign of our Sovereign Lord *George*, by the Grace of
The Parties. God, of *Great Britain*, *&c.* between Sir *Thomas Powis* Knt. one of his Majeſty's Serjeants at Law, *John Green* Serjeant at Law, Eſq; *John Eldred* Eſq; *Nicholas Martin* Eſq; *Richard Holford* Eſq; *James Whitronge* Eſq; and *John Hawles* Eſq; ſurviving Truſtees for and on the Behalf of the Society of *Lincoln's Inn* in the County of *Middleſex*, of the one Part, and *Robert Greenaway* junior, Principal of the Society of *Thavie's Inn*, *London* [*Here follow more Names of Leſſees*] of the other Part, witneſſeth, That the ſaid Sir *Thomas Powis*, *John Green*, *John Eldred*, *Nicholas*
The Conſide- *Martin*, *Richard Holford*, *James Whitronge*, and *John Hawles*, for and in conration. ſideration of the Sum of lawful Money of *Great Britain*, to *William Rogers* Eſq; Treaſurer of *Lincoln's Inn* aforeſaid, as a fine in hand paid, for the Uſe of the ſaid Society of *Lincoln's Inn*, and in conſideration of the Rent and Covenants herein after reſerved, mentioned and contained, on the Parts and Behalfs of the ſaid *Robert Greenaway* junior, *&c.* their Executors, Adminiſtrators and
The Demiſe. Aſſigns, to be paid, kept, done and performed, have ſet and to farm let, and by theſe Preſents do ſet and to farm let, unto the ſaid *Robert Greenaway* junior, *&c.*
The Parcels. their Executors, Adminiſtrators and Aſſigns, All that Meſſuage commonly called or known by the Name or Names of *Davie's Inn*, al' *Thavie's Inn*, in the Pariſh of St. *Andrew* in *Holborn*, in the City or the Suburbs of the City of *London*, with two Gardens to the ſaid Meſſuage belonging and adjoining, with all and ſingular the Houſes, Edifices, Shops, Cellars and Buildings built in or upon the ſame, together with all Chambers, Cellars, Sollars, Curtilages, and all Profits, Liberties, Privileges, Commodities and Hereditaments whatſoever, to the ſame belonging or in any wiſe appertaining, or as Part, Parcel or Member of the ſaid Meſſuage, heretofore uſed, reputed or known, or with the ſame Meſſuage, as Part or Parcel thereof, heretofore uſed, occupied or enjoyed; To have and to hold the ſaid Meſſuage or Tenement, with the Appurtenances, and every Part and Parcel thereof, and all and ſingular other the Premiſſes, unto them the ſaid *Robert Greenaway* junior, *&c.* their Executors, Adminiſtrators and Aſſigns, from the for and during the full Time and Term, and unto the full End and Term of Years from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefore Yearly and every Year, during the ſaid Term, unto them the ſaid Sir *Thomas Powis*, *John Green*, *John Eldred*, *Nicholas Martin*, *Richard Holford*, *James Whitronge* and *John Hawles*, their Heirs and Aſſigns, the yearly Rent or Sum of of good and lawful Money of *Great Britain*, payable and to be paid
Proviſo for Re-entry, in default of Payment. Yearly, at or upon the Provided always, and upon Condition, that if it ſhall happen that the ſaid yearly Rent or Sum of or any Part thereof, ſhall be behind or unpaid, in part or in whole, by the Space of forty Days next over or after the ſaid whereon the ſame ought or is mentioned to be paid as aforeſaid (being lawfully demanded) that then it ſhall and may be lawful, to and for them the ſaid Sir *Thomas Powis*, *John Green*, *John Eldred*, *Nicholas Martin*, *Richard Holford*, *James Whitronge* and *John Hawles*, their Heirs or Aſſigns, or any of them, into the ſaid Meſſuage or Tenement and Premiſſes, or into any Part or Parcel thereof, in the Name of the Whole to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy, as in their former Eſtate or Eſtates. Pro-
The Leſſees covenant that if they aſſign vided alſo, that if they the ſaid *Robert Greenaway* junior, *&c.* or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, or any of them, ſhall demiſe, grant, leaſe, aſſign or ſet over the ſaid Meſſuage, called or known by the Name of *Davie's Inn*, al' *Thavie's Inn*, and other the ſaid demiſed or leaſed Premiſſes, or any Part or Parcel of the ſame (other than the Shops, and Cellars under the ſame Shops, or under the Hall belonging to the ſaid demiſed Premiſſes) to any Perſon or Perſons whatſoever, for the ſaid Term of Years, or any Part thereof
(except Grants of Chambers) (other than ſuch Grants of Chambers or Moieties of Chambers to Gentlemen of the ſaid Society of *Thavie's Inn*, as have heretofore been lawfully uſually made or granted)

ed) without the Conſent or Licence of them the ſaid Sir *Thomas Powis*, *John Green*, *John Eldred*, *Nicholas Martin*, *Richard Holford*, *James Whitronge* and *John Hawles*, or the Survivors or Survivor of them, or of the major Part of them, or the Heirs or Aſſigns of them, or the Survivors or Survivor of them, firſt thereunto had and obtained in Writing under their Hands and Seals, then and from thenceforth it ſhall and may be lawful to and for them the ſaid Sir *Thomas Powis*, *John Green*, *John Eldred*, *Nicholas Martin*, *Richard Holford*, *James Whitronge* and *John Hawles*, their Heirs, Aſſigns, or any of them, into the ſaid demiſed or leaſed Premiſſes, and into every or any Part and Parcel of the ſame, with their and every of their Rights, Members and Appurtenances whatſoever, to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in their firſt and former Eſtate: any thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Robert Greenaway* junior, *&c.* for themſelves, their Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, do covenant, promiſe, grant and agree, to and with the ſaid Sir *Thomas Powis*, *John Green*, *John Eldred*, *Nicholas Martin*, *Richard Holford*, *James Whitronge* and *John Hawles*, their Heirs and Aſſigns, and to and with every of them, by theſe Preſents, in Manner and Form following; that is to ſay, that they the ſaid *Robert Greenaway* junior, *&c.* their Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will, at their or ſome of their own proper Coſts and Charges, from Time to Time, and at all Times hereafter, during the ſaid Time and Term of Years, well and ſufficiently repair, ſupport, uphold, ſuſtain, ſcower, cleanſe, amend, maintain, glaze, and keep the ſaid Meſſuage or Tenement and Premiſſes, with the Appurtenances, and every Part and Parcel thereof hereby leaſed or demiſed, in, by and with all and all Manner of needful and neceſſary Reparations, Scowrings, Cleanſings, Glazings and Amendments whatſoever, when, where, and as often as Need or Occaſion ſhall be or require, during the ſame Term; and at the End of the ſame Term, or other ſooner Determination of this preſent Leaſe, which ſhall firſt be or happen, ſhall and will peaceably and quietly leave and yield up unto the ſaid Sir *Thomas Powis*, *John Green*, *John Eldred*, *Nicholas Martin*, *Richard Holford*, *James Whitronge* and *John Hawles*, their Heirs and Aſſigns, the ſaid demiſed or leaſed Meſſuage or Tenement and Premiſſes, with the Appurtenances, and every Part and Parcel thereof, well and ſufficiently glazed and amended as aforeſaid, and in good and ſufficient Repair. And laſtly, that they the ſaid *Robert Greenaway* junior, *&c.* their Executors or Adminiſtrators and Aſſigns, or ſome or one of them, ſhall and will within the Space of Years next enſuing the Date hereof, well and ſufficiently rebuild, or cauſe to be rebuilded, all and every the old decayed Buildings, being Part or Parcel of or belonging to *Thavie's Inn* aforeſaid, in good and ſubſtantial Manner. In Witneſs, *&c.*

without Conſent,

the Leſſors may re-enter.

The Leſſees covenant to repair,

and quietly to quit,

and to rebuild decayed Buildings.

A Leaſe of Stables, &c. *and a Covenant to ſell to the Leſſee on Requeſt, for a certain Sum.* Nº 10.

THIS Indenture, made the ſecond Day of *June Anno Domini* 1732. and in the fifth Year of the Reign of our ſovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *&c.* between *Abel Archer* of the Pariſh of *Bidford* in the County of *Carmarthen* Gent. of the one Part, and *Denzil Due* of the Pariſh of *Evan* in the ſaid County of *Carmarthen* Farmer of the other Part, witneſſeth, That for and in conſideration of the Rents and Covenants herein after reſerved and contained, on the Part and Behalf of the ſaid *Denzil Due*, his Executors, Adminiſtrators and Aſſigns, to be paid, done and performed, he the ſaid *Abel Archer* hath demiſed, ſet and to farm letten, and by theſe Preſents doth demiſe, ſet and to farm let, unto the ſaid *Denzil Due*, his Executors, Adminiſtrators and Aſſigns, All that now or late Meſſuage or Tenement and Brewhouſe, with the Appurtenances, ſituate and being in *Groves* in the ſaid Pariſh of *Bidford*, commonly called or known by the Name of *Hemman*'s Brewhouſe, and which have been lately taken down by the ſaid *Denzil Due*, and on the Ground whereon the ſame ſtood, and on the Yards thereto belonging, the ſaid *Denzil Due* hath built ſeveral Coach-Houſes, Stables and lodging Rooms, which now are in the ſeveral Tenures or Oc-

The Parties.

The Conſideration.

The Demiſe.

The Parcels.

cupations of *Joſeph Jell* Eſq; *Kennedy Kemp* and *Luke Lucy*, their Under-tenants or Aſſigns, together with all Ways, Paths, Paſſages, Lights, Eaſements, Stables, Out-houſes, Yards, Waters, Water-Courſes, Water-Pipes under and above Ground, Profits, Commodities and Appurtenances thereunto belonging or in any wiſe appertaining, which ſaid Buildings, Ground, Hereditaments and Premiſſes, he the ſaid *Abel Archer* hath lately purchaſed, to him and his Heirs, of and from *Mary Moyle* Widow, and *Nathaniel Moyle* Eſq; her Son, from whom the ſaid *Denzil Due* had taken a Leaſe of the ſame Premiſſes, which would continue during the Term hereby demiſed, but is now to be delivered up and cancelled, on executing theſe Preſents; To have and to hold the ſaid Coach-Houſe, Stables, Rooms, Ground, Hereditaments, and other the ſaid Premiſſes with the Appurtenances, unto the ſaid *Denzil Due*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt Day of St. *John* the Baptiſt laſt paſt before the Date hereof, for and during, and unto the full End and Term of eleven Years, from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefore unto the ſaid *Abel Archer*, his Heirs and Aſſigns, Yearly and every Year, during the ſaid Term of eleven Years hereby demiſed, the yearly Rent or Sum of 60*l.* of lawful Money of *Great Britain*, by four equal Quarterly Payments, at the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, the Birth of our Lord Chriſt, and the Annunciation of the bleſſed Virgin *Mary*; the firſt Quarter's Payment thereof to begin and be made on the Feaſt Day of the Nativity of St. *John* the Baptiſt next enſuing the Date of theſe Preſents, without any Manner of Deduction or Abatement whatſoever out of the ſame yearly Rent or any Part thereof, for Taxes, or otherwiſe howſoever. And the ſaid *Denzil Due* doth for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant, promiſe and grant, to and with the ſaid *Abel Archer*, his Heirs and Aſſigns, by theſe Preſents, in manner and Form following; that is to ſay, that he the ſaid *Denzil Due*, his Executors, Adminiſtrators and Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *Abel Archer*, his Heirs or Aſſigns, the ſaid yearly Rent of 60*l.* on the Days and Times, and in ſuch Manner and Form as aforeſaid, without any Deduction or Abatement whatſoever, for or on account of Taxes, or otherwiſe howſoever, according to the Reſervation aforeſaid, and the true Intent and Meaning of theſe Preſents. And alſo that he the ſaid *Denzil Due*, his Executors, Adminiſtrators and Aſſigns, ſhall and will, at all Times during the ſaid Term of eleven Years, at his and their own proper Coſts and Charges, well and ſufficiently repair, uphold, ſupport, maintain, pave, glaze, cleanſe, ſcower, preſerve and keep the ſaid Buildings, Coach-Houſes, Stables, Rooms, and other the ſaid hereby demiſed or intended to be hereby demiſed Premiſſes, and every Part and Parcel thereof, and all Sinks, Gutters, Pavements, Privies, Wydraughts and Appurtenances thereunto belonging, in, by, and with all and all manner of needful and neceſſary Reparations whatſoever; And the ſame ſo well and ſufficiently repaired, upheld, ſupported, maintained, paved, cleanſed, glazed, ſcowred, preſerved and kept, ſhall and will, at the End of the ſaid Term of eleven Years, or other ſooner Determination of this preſent Leaſe, which ſhall firſt happen, peaceably and quietly leave, ſurrender and yield up, unto the ſaid *Abel Archer*, his Heirs and Aſſigns. And further that it ſhall and may be lawful to and for the ſaid *Abel Archer*, his Heirs and Aſſigns, and all and every other Perſon and Perſons any Eſtate having in the ſaid Premiſſes or any Part thereof, twice or oftner in every Year, during the ſaid Term, with Workmen or others in their or either of their Companies, at ſeaſonable and convenient Times in the Day-time, to enter and come into and upon the ſaid hereby demiſed Premiſſes, or any Part thereof, there to view, ſearch and ſee the State and Condition of the Reparations of the ſame, and of all Decays and Wants of Reparations as ſhall be then and there found, to give or leave Notice or Warning in Writing at the ſaid demiſed Premiſſes, to and for the ſaid *Denzil Due*, his Executors, Adminiſtrators or Aſſigns, to repair and amend the ſame, within the Time or Space of ſix Months then next enſuing; within which ſaid Time or Space of ſix Months the ſaid *Denzil Due* doth for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant and promiſe to repair and amend the ſame accordingly. Provided nevertheleſs, and theſe Preſents are upon this Condition, that if the ſaid yearly Rent of 60*l.* ſhall be behind or unpaid,

General Words.

Deſcription by deriving the Title.

Habendum for Years;

Yielding a yearly Rent,

payable Quarterly.

The Leſſee covenants duly to pay, &c.

And to repair;

And peaceably to quit at the End of the Term.

And that the Landlord, &c. may enter to view,

and give Notice to repair.

Proviſo for Re-entry, in caſe of Non-payment.

unpaid, in Part or in the Whole, for the Space of twenty-eight Days next after any of the ſaid Feaſt-days herein before appointed for Payment thereof, that then it ſhall and may be lawful, to and for the ſaid *Abel Archer*, his Heirs and Aſſigns, into and upon the ſaid hereby demiſed Premiſſes or any Part thereof, in the Name of the whole, wholly to re-enter, and the ſame to have again, retain, re-poſſeſs and enjoy, as in his and their former Eſtate, and the ſaid *Denzil Due*, his Executors, Adminiſtrators or Aſſigns, and all other Occupiers of the ſame Premiſſes, from thence utterly to expel, put out and amove, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Abel Archer* doth hereby for himſelf, his Heirs and Aſſigns, covenant and agree, to and with the ſaid *Denzil Due*, his Executors, Adminiſtrators and Aſſigns, In Manner and Form following; that is to ſay, that he the ſaid *Denzil Due*, his Executors, Adminiſtrators or Aſſigns, paying the ſaid yearly Rent of 60*l.* according to the Reſervation thereof as aforeſaid, and performing the Covenants herein contained on his and their Parts and Behalfs to be performed, ſhall and may peaceably and quietly have, hold and enjoy all and ſingular the ſaid hereby demiſed Premiſſes, and every Part thereof, with the Appurtenances, for and during the ſaid Term hereby leaſed, without any Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Abel Archer*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons whomſoever, lawfully claiming or to claim, from, by or under, or in Truſt for him or them. And farther, that in caſe the ſaid *Denzil Due*, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall during the ſaid Term of eleven Years be deſirous to purchaſe the Inheritance of the ſaid hereby demiſed Premiſſes, and of ſuch his Deſire and Intention ſhall give twelve Months Notice in Writing during the ſame Term unto the ſaid *Abel Archer*, his Heirs or Aſſigns, at his or their then Dwelling-Houſe or uſual Places of Abode, then and in ſuch Caſe he the ſaid *Abel Archer*, his Heirs and Aſſigns, ſhall and will at any Time during the ſaid Term of eleven Years, at the Coſts and Charges in the Law of the ſaid *Denzil Due*, his Heirs, Executors, Adminiſtrators or Aſſigns, convey and aſſure the Inheritance of the ſaid Buildings, Rooms, Hereditaments and Premiſſes hereby demiſed, with the Appurtenances, unto the ſaid *Denzil Due*, his Heirs, Executors, Adminiſtrators or Aſſigns, and to the Heirs and Aſſigns of him or them, or as he or they ſhall direct; he the ſaid *Denzil Due*, his Heirs, Executors, Adminiſtrators or Aſſigns, at the Time of executing ſuch Conveyance and Aſſurance, paying unto the ſaid *Abel Archer*, his Heirs or Aſſigns, the Sum of 1500*l.* of lawful Money of *Great Britain*, as the Conſideration-Money of ſuch Purchaſe, and alſo paying to him or them all Arrears which ſhall be then due of the ſaid yearly Rent of 60*l.* In Witneſs, *&c.*

The Leſſor covenants for quiet Enjoyment.

And to ſell the Inheritance to the Leſſee, on Requeſt,

for a certain Sum.

A Leaſe of Lands, with an increaſed Rent for ploughing Part. Allowance to plough other Part for a certain Time, with a View to a future Leaſe to be taken; this being granted by a Perſon who had a particular Eſtate. N° 11.

THIS Indenture, made the ſecond Day of *June Anno Domini* 1713. and in the twelfth Year of the Reign, *&c.* between *Andrew Aſton* of the Pariſh of *Bardel* in the County of *Cornwall* Doctor in Phyſick, of the one Part, and *David Dent* of *Enden* in the County of *Flint* Yeoman, of the other Part, witneſſeth, That the ſaid *Andrew Aſton*, in conſideration of the Rent and Covenants herein after reſerved and contained, and which by and on the Part and Behalf of the ſaid *David Dent*, his Executors, Adminiſtrators and Aſſigns, are to be paid, done and performed, hath leaſed, ſet and to farm let, and by theſe Preſents doth leaſe, ſet and to farm let, unto the ſaid *David Dent*, All that Cloſe or Parcel of Ground commonly called or known by the Name of *Gee*'s Cloſe, and alſo all that other Cloſe or Parcel of Ground commonly called or known by the Name of *Hill*'s Field (now divided into four Parts) with their and every of their Appurtenances; All which ſaid Cloſes or Parcels of Ground are lying and being in *Enden* aforeſaid, and were formerly in the Tenure or Occupation of *James Jenks*, and now or late of *Kenrick Dent* and the ſaid *David Dent*, or one of them; To have and to hold the ſaid Cloſes and Premiſſes unto the ſaid *David Dent*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt

The Parties.

The Conſideration.

The Demiſe.

The Parcels.

Habendum for a Term;

Feaſt of the Annunciation of the bleſſed Virgin *Mary* laſt paſt before the Date hereof, for and during the full Time and Term, and unto the full End and Term of twenty-one Years from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefore Yearly and every Year, during the ſaid Term, the yearly Rent or Sum of 30*l.* of lawful Money of *Great Britain*, upon the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſt of St. *Michael* the Archangel, and the Feaſt of the Annunciation of the bleſſed Virgin *Mary*, by even and equal Portions; the firſt Payment thereof to begin and to be made upon the Feaſt of St. *Michael* the Archangel next enſuing the Date of theſe Preſents. Provided always, and upon Condition nevertheleſs, that if the ſaid yearly Rent of 30*l.* or any Part thereof, ſhall be behind or unpaid by the Space of thirty-one Days next after either of the ſaid Feaſts or Days of Payment whereon the ſame ought to be paid as aforeſaid (being lawfully demanded) that then it ſhall and may be lawful to and for the ſaid *Andrew Aſton*, and ſuch other Perſon and Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of twenty-one Years ſhall for the Time being belong, into and upon the ſaid Cloſes and Premiſſes, or into any Part thereof, in the Name of the whole to re-enter, and the ſame to have again and enjoy, as in his and their firſt and former Eſtate and Intereſt; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *David Dent* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and grant, to and with the ſaid *Andrew Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following (that is to ſay) That he the ſaid *David Dent*, his Executors, Adminiſtrators and Aſſigns, ſhall and will, during the ſaid Term hereby leaſed, well and truly pay, or cauſe to be paid, the ſaid yearly Rent of 30*l.* at ſuch Days and Times, and in ſuch Manner and Form, as are herein before mentioned for Payment thereof, according to the Reſervation thereof as aforeſaid; And alſo ſhall and will, at his and their own Coſts and Charges, bear, pay and diſcharge all Tithes and Pariſh-Duties, and other Dues and Rates, which from Time to Time during the ſaid Term ſhall become due or payable, for or in reſpect of the Premiſſes, and which are uſualy paid and borne by the Tenants, Occupiers or Leſſees; And alſo ſhall and will Yearly, during the ſaid Term hereby leaſed, at the Feaſt-days aforementioned, pay to the ſaid *Andrew Aſton*, and ſuch Perſons in Reverſion or Remainder as aforeſaid, the yearly Sum of 50*s.* (over and above the ſaid yearly Rent of 30*l.*) for every Acre of the ſaid Cloſe called *Hill*'s Field, which he or they ſhall plough, break up or convert into Tillage, during the ſaid Term hereby leaſed, without the ſpecial Licence of the ſaid *Andrew Aſton*, or ſuch Perſon or Perſons in Reverſion or Remainder as aforeſaid, firſt thereunto had and obtained in Writing under his, her or their Hands (except ſuch Part thereof as the ſaid *David Dent*, his Executors, Adminiſtrators and Aſſigns, are herein after impowered to plough, break up, and convert into Tillage). And alſo that he the ſaid *David Dent*, his Executors, Adminiſtrators and Aſſigns, ſhall and will during the ſaid Term hereby leaſed keep in good and tenantable Repair all the Hedges, Mounds, Gates and Fences belonging to the Premiſſes, and ſcower and cleanſe all the Ditches in or upon the ſame, and ſpend all the Hay, Straw and Stubble increaſing or coming of the Premiſſes upon the ſame, and not elſewhere; and ſhall and will in the End, or other ſooner Determination of this preſent Leaſe, peaceably and quietly leave, ſurrender and yield up the Premiſſes, ſo well and ſufficiently repaired and kept as aforeſaid. And the ſaid *Andrew Aſton* doth hereby (as far as in him lies) give and grant unto the ſaid *David Dent*, his Executors, Adminiſtrators and Aſſigns, full Power Licence and Authority, at any Time during the firſt ſix Years of the Term hereby leaſed, to plough, break up and convert into Tillage, all or any Part of the ſaid Cloſe called *Gee*'s Cloſe, and alſo any Part or Parcel (not exceeding in the whole the Quantity of four Acres) of the ſaid Cloſe called *Hill*'s Field, at any Time during the firſt ſixteen Years of the ſaid Term hereby leaſed, but for no longer than during the reſpective Times in that Behalf afore-mentioned, unleſs the ſaid *David Dent*, his Executors or Adminiſtrators, ſhall and do at the End of the firſt ſixteen Years of this preſent Term of twenty-one Years take a new Leaſe of all and every the ſaid Cloſes and Premiſſes hereby leaſed, for the like Term of twenty-one Years to commence from the End of the ſaid twenty-one

Yielding a yearly Rent, payable Half-yearly.

Proviſo for Re-entry, in caſe of Non-payment.

The Leſſee covenants truly to pay;

And to pay Tithes and Rates;

And to pay an increaſed Rent, on ploughing a certain Part without Licence

(except as after mentioned);

And to repair,

and to ſpend the Hay, Straw, &c. and quietly to quit, &c.

The Leſſor grants Liberty to plough Part for a certain Time.

Years, under the like Rent and Covenants and Licence following, as are in theſe Preſents reſerved, contained and given. And the ſaid *David Dent* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and grant, to and with the ſaid *Andrew Aſton*, his Heirs, Executors, Adminiſtrators and Aſſigns, that in caſe the ſaid *David Dent*, his Executors, Adminiſtrators or Aſſigns, ſhall plough or convert into Tillage the ſaid Cloſes, or any Part thereof, tha thenand in ſuch Caſe he or they ſhall and will, at the End of the reſpective Times and Terms for which ſuch Licence for Ploughing is herein before reſpectively given as aforeſaid, lay down the ſame again for Paſture, until the End of the ſaid Term of twenty-one Years hereby leaſed; or otherwiſe ſhall and will take ſuch new Leaſe of the Premiſſes as aforeſaid, and at the End of the reſpective Times for which ſuch Licence for Ploughing is purſuant to theſe Preſents to be given in ſuch new Leaſe, ſhall and will lay down the ſame for Paſture, and not plough the ſame again, or any Part thereof, during the Reſidue of ſuch new Leaſe. And laſtly, the ſaid *Andrew Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *David Dent*, his Executors, Adminiſtrators and Aſſigns, that he and they paying the Rent and performing the Covenants herein before reſerved and contained, according to the Purport, true Intent and Meaning of theſe Preſents, ſhall or lawfully may peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Cloſes, Lands and Premiſſes, for and during the ſaid Term of twenty-one Years hereby leaſed, without the lawful Let or Interruption of or by the ſaid *Andrew Aſton*, his Heirs or Aſſigns, or any other Perſon or Perſons, lawfully claiming or to claim, from, by or under him, them, or any of them. In Witneſs, *&c.*

The Leſſee covenants to lay down what he ploughs, *&c.*

The Leſſor covenants for quiet Enjoyment.

See **Bargains**, &c. 5. **Demiſes.**

Marriage-Articles and Agreements.

Marriage-Articles, &c. *reciting a Settlement, whereby a Term was raiſed for the Benefit of the intended Huſband, with Power to make a Jointure not exceeding a certain yearly Value: He hereby limits and appoints the ſame accordingly; and in purſuance of another Power creates a Term to raiſe Portions for younger Children, and covenants to leave them a farther Sum.* N° 1.

THIS Indenture, made the ſeventh Day of *May Anno Domini* 1721. and in the ſeventh Year of the Reign of our ſovereign Lord *George*, by the Grace of God, of *Great Britain*, *France* and *Ireland* King, Defender of the Faith, *&c.* between *Arthur Aſtry* of *Ainton* in the County of *Bucks*, Eſq; of the one Part, and *Charles Cary* of *Cadwell* in the County of *Cambridge*, Eſq; and *Delia Cary* Spinſter, only Daughter and Child of the ſaid *Charles Cary* of the other Part. Whereas in and by certain Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe and the Releaſe bearing Date the third Day of *May*, which was in the Year of our Lord 1692. and made or mentioned to be made between *Edward Ellis* of *Emden* in the County of *Eſſex*, Eſq; ſince deceaſed, of the one Part, and *Francis Figg* of *Fyrd* in the ſaid County of *Eſſex*, Eſq; *George Gee* of *Gore* in the County of *Glouceſter*, Eſq; *Henry Hart*, Gent. then Steward and Receiver of the Rents of the ſaid *Edward Ellis* in the ſaid County of *Eſſex*, and *John Jones*, then Receiver of the Rents of the ſaid *Edward Ellis* at *Emden* aforeſaid of the other Part, divers Manors, Meſſuages, Lands, Tenements and Hereditaments, in the ſaid County of *Eſſex*, and

Indentures of Leaſe and Releaſe recited.

and in the ſame Indentures more particularly mentioned and deſcribed, are and were ſettled, conveyed and aſſured (after other Uſes ſince determined) to the Uſe of the ſaid *Arthur Aſtry* (by the Name and Addition of *Arthur Aſtry*, Son and Heir apparent of *Leonard Aſtry* Rector of *Morden* in the ſaid County of *Eſſex*) for and during the Term of ninety-nine Years, if he the ſaid *Arthur Aſtry* ſhould ſo long live, without Impeachment of Waſte, with divers Remainders over: In which ſaid recited Indenture of Releaſe it is (among other Things) provided, that it ſhould and might be lawful to and for the ſaid *Arthur Aſtry*, when and as he ſhould come into and be in the actual Poſſeſſion of the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes thereby granted and releaſed, or any Part or Parts thereof, by Virtue of the ſame Indenture, to aſſign, limit or appoint, to or to the Uſe of any Woman or Women which he ſhould happen to marry, for the Life or Lives of ſuch Woman or Women reſpectively, for or in Lieu, Name and Stead of her or their Jointure or Jointures, and in full of her or their Dower or Dowers, or for Part of her or their Jointure or Jointures, or better Means of Livelihood, any of the ſame Manors, Lands, Tenements, Hereditaments and Premiſſes, or any Part or Parts, Parcel or Parcels thereof, whereof he ſhould be ſo in Poſſeſſion as aforeſaid, not exceeding in the whole above all Reprizes the yearly Value of 800*l.* as by the ſaid recited Indentures, Relation being thereunto had, may (among other Things therein contained) more fully and at large appear. And whereas the ſaid *Arthur Aſtry* is now come into the actual Poſſeſſion of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, by Virtue of or under the ſaid recited Indentures: And whereas a Marriage is intended by the Grace of God to be ſhortly had and ſolemnized between the ſaid *Arthur Aſtry* and the ſaid *Delia Cary*: Now this Indenture witneſſeth, that in conſideration of the ſaid intended Marriage, and of the Conveyance and Aſſurance of divers Freehold and Leaſehold Lands, Tenements and Hereditaments in the County of *Londonderry* in the Kingdom of *Ireland*, to the ſaid *Arthur Aſtry*, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively made or intended to be made by the ſaid *Charles Cary*, for and in Lieu of the Advancement or Marriage-Portion of her the ſaid *Delia Cary* his Daughter, by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day before, and the Releaſe bearing even Date with theſe Preſents, and for providing a competent Jointure and Means of Livelihood for her the ſaid *Delia Cary*, in caſe ſhe ſhall, after the ſaid intended Marriage had, happen to ſurvive and overlive the ſaid *Arthur Aſtry* her intended Huſband, he the ſaid *Arthur Aſtry*, purſuant to and by Force and Virtue of the ſaid recited Power and Authority to him given or reſerved for making or appointing a Jointure as aforeſaid, and of all and every other Power or Powers or Authorities to him in that Behalf given or reſerved, or any Ways enabling him thereunto, doth by theſe Preſents grant, aſſign, limit and appoint, unto the ſaid *Delia Cary* his intended Wife, all thoſe Meſſuages, Farms, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, ſituate, lying or being within the Pariſhes, Towns, Precincts or Liberties of *Ort*, *Patſy*, *Queon* and *Rynes*, in the ſaid County of *Eſſex*, now or late in the ſeveral Tenures or Occupations of the ſeveral Perſons or Tenants herein after named, at and under the ſeveral yearly Rents herein after alſo mentioned, or thereabouts, that is to ſay, of [*Here the Tenants Names, and many more Parcels.*] All which ſaid Meſſuages, Farms, Lands, Tenements, Rents and Hereditaments, are Part and Parcel of the Manors, Meſſuages, Lands, Tenements and Hereditaments, in and by the ſaid firſt recited Indentures ſettled, conveyed and aſſured as aforeſaid, and do not exceed in the whole (above all Reprizes) the yearly Value of 800*l.* and ſuch Reprizes amount to the yearly Sum of 14*l.* 13*s.* 4*d.* or thereabouts; To have and to hold the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before particularly mentioned and deſcribed, with their and every of their Appurtenances, from and immediately after the Deceaſe of the ſaid *Arthur Aſtry*, unto and to the Uſe of the ſaid *Delia Cary* his intended Wife, and her Aſſigns, for and during the Term of her natutal Life, for her Jointure, and in full of her Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all and every or any the Manors, Meſſuages, Lands, Tenements or Hereditaments, whereof or wherein he the ſaid *Arthur Aſtry* her intended Huſband now is, or at any Time hereafter during the Coverture between them, ſhall be ſeiſed of any Eſtate of

Whereby Lands were limited in Remainder to the now intended Huſband (for a Term) if he ſhould ſo long live;

with Power to make a Jointure to a Wife, *&c.* for her Life, in Bar of Dower,

to a certain yearly Value

and that he is now come into Poſſeſſion, and that a Marriage is intended between him and the intended Wife.

The Agreement and Conſideration, the Marriage, and Lands in *Ireland* conveyed to the Huſband by her Father, and to ſettle a Jointure.

The Huſband limits Lands, *&c.* to the Wife,

in full of Dower.

of Freehold or Inheritance. And the ſaid *Arthur Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant, and agree to and with the ſaid *Charles Cary*, his Executors and Adminiſtrators, in manner following, (that is to ſay) That the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, herein before limited and appointed unto the ſaid *Delia Cary* for her Life, for her Jointure as aforeſaid, now are of the clear yearly Value of 800*l.* above all Reprizes: And further, that in caſe the ſaid *Delia Cary* ſhall happen to ſurvive and overlive the ſaid *Arthur Aſtry* her intended Huſband, it ſhall and may be lawful to and for her the ſaid *Delia Cary* and her Aſſigns, to have, hold and enjoy the ſame Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, for and during the Term of her natural Life, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the Heirs or Aſſigns of him the ſaid *Arthur Aſtry*, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, or to or out of the ſame Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under, or in Truſt for the ſaid *Edward Ellis*: And moreover, that he the ſaid *Arthur Aſtry*, and all others claiming or to claim, from, by or under him, ſhall and will at any Time or Times hereafter, during the Term of his natural Life, make, do and execute, or cauſe and procure to be made, done and executed, any ſuch further or other lawful and reaſonable Acts, Deeds or Things, for the better and more effectual limiting, appointing and aſſuring the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before particularly mentioned and deſcribed, with their Appurtenances, unto the ſaid *Delia Cary* and her Aſſigns, for the Term of her natural Life, for her Jointure as aforeſaid, as by the ſaid *Charles Cary*, his Executors or Adminiſtrators, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed and required.

The Huſband covenants that the Lands are of a certain Value,

and for quiet Enjoyment,

and for further Aſſurances.

And whereas it is further provided, in and by the ſaid recited Indenture of Releaſe, that it ſhould and might be lawful to and for the ſaid *Arthur Aſtry*, when and as he ſhould come into and be in the actual Poſſeſſion of the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes thereby granted and releaſed, or any Part or Parcel thereof, by Virtue of the ſame Indenture, at any Time or Times thereafter during his Life, by any Deed or Deeds, Writing or Writings to be by him ſealed and delivered in the Preſence of two or more credible Witneſſes, or by his Laſt Will or Teſtament in Writing, to be by him ſubſcribed, ſealed and publiſhed, in the Preſence of three or more credible Witneſſes, to grant, leaſe, limit, deviſe or appoint any of the ſame Manors, Lands, Tenements, Hereditaments and Premiſſes, of a competent Value, whereof he ſhould be in Poſſeſſion as aforeſaid, unto any Perſon or Perſons, for any Term or Number of Years, either in Poſſeſſion or Reverſion, as to him ſhould ſeem meet, upon Truſt for the levying or raiſing by, with or out of the Rents, Iſſues and Profits thereof, or by Mortgage or Sale thereof, or of any Part thereof, or by all theſe or any other Ways, as in and by ſuch Deed or Deeds, Writing or Writings, or ſuch Laſt Will or Teſtament ſhould be appointed, any Sum or Sums of Money not exceeding the Sum of 4000*l.* for or towards the Portion or Portions of all and every the Daughter and Daughters, younger Son and younger Sons, of him the ſaid *Arthur Aſtry*, as to him ſhould ſeem good, and as ſhould be expreſſed in ſuch Deed or Deeds, Writing or Writings, or Laſt Will or Teſtament, ſo as ſuch Grant, Leaſe, Limitation or Eſtate, ſhould be made with a Proviſo or Condition to ceaſe and be void, or elſe upon expreſs Truſt to be ſurrendered, when all ſuch Sum or Sums of Money thereby appointed to be raiſed or levied for ſuch Perſon or Perſons ſhould be fully raiſed and levied, as by the ſaid recited Indenture of Releaſe, Relation being thereunto had, may (among other Things) more fully and at large appear: Now this Indenture further witneſſeth, That for the Conſiderations aforeſaid, and for making ſome Proviſion for ſuch Daughter and Daughters, younger Son and younger Sons of the ſaid *Arthur Aſtry*, and for and in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain* to the ſaid *Arthur Aſtry* in hand paid by the ſaid *Charles Cary*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged,

Recital of a Power in the Settlement to create a Term to raiſe a limited Sum for Portions for younger Children.

He executes that Power;

ledged, he the ſaid *Arthur Aſtry*, purſuant to, and by Force and Virtue of the ſaid laſt recited Power and Authority to him given and reſerved, for appointing or providing ſuch Sum or Sums of Money for the Portion or Portions of his Daughter and Daughters, younger Son and younger Sons as aforeſaid, and of all and every other Power and Powers or Authorities to him in that Behalf given or reſerved, or any ways enabling him thereunto, doth by this his Deed or Writing by him ſealed and delivered, in the Preſence of the Perſons whoſe Names are hereupon indorſed as Witneſſes thereunto, grant, leaſe, limit and appoint, unto the ſaid *Charles Cary*, his Executors, Adminiſtrators and Aſſigns, All that the Manor of *Sans*, with its Rights, Members and Appurtenances, in the ſaid County of *Eſſex*; and alſo all and every Meſſuages, Farms, Lands, Tenements and Hereditaments, of him the ſaid *Arthur Aſtry*, ſituate, lying and being within the Pariſh, Towns, Fields, Precincts or Territories of *Sans* and *Titton* in the ſaid County of *Eſſex* (all which ſaid laſt mentioned Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, are alſo Part and Parcel of the Manors, Meſſuages, Lands, Tenements and Hereditaments, in and by the ſaid firſt recited Indenture ſettled, conveyed and aſſured as aforeſaid) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; To have and to hold the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby leaſed, with their and every of their Appurtenances, unto the ſaid *Charles Cary*, his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during the full Time and Term, and unto the full End and Term of four hundred Years from thence next enſuing, and fully to be compleat and ended (without Prejudice nevertheleſs to the Eſtate of the ſaid *Arthur Aſtry* therein): Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared, of and concerning the ſaid Term of four hundred Years (that is to ſay) that in caſe there ſhall be one or more Daughter or Daughters, younger Son or younger Sons, of the Body of the ſaid *Arthur Aſtry* begotten, then upon Truſt that he the ſaid *Charles Cary*, his Executors, Adminiſtrators or Aſſigns, within the Space of three Calendar Months next after the Deceaſe of the ſaid *Arthur Aſtry*, or in his Life-time if he ſhall think fit, and ſo direct by Writing under his Hand and Seal, ſhall and do by Mortgage or Sale of the ſaid Term of four hundred Years, of and in the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes therein comprized, or of and in a competent Part thereof, or by, with and out of the Rents, Iſſues and Profits of the ſame Premiſſes in the mean Time, and until ſuch Sale, or by all the ſaid Ways and Means, or by any other Ways or Means, levy and raiſe the Sum of 4000*l.* of lawful Money of *Great Britain*, for or towards the Portion or Portions of all and every the Daughter and Daughters, younger Son and younger Sons, of the Body of the ſaid *Arthur Aſtry* to be begotten, equally to be divided between them, Share and Share alike; and if but one ſuch Daughter or younger Son, then for or towards the Portion of ſuch Daughter or younger Son. Provided always that in caſe any of ſuch Daughter or Daughters, younger Son and younger Sons, ſhall happen to die before he, ſhe or they ſhall reſpectively attain the Age of eighteen Years, or be married, then the Share or Shares of him, her or them, ſo dying, ſhall be, go and remain unto the Survivors or Survivor, or others or other of them, equally to be divided amongſt them, Share and Share alike. Provided alſo, and it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that in caſe there ſhall be no ſuch Daughter or Daughters, younger Son or younger Sons, of the Body of the ſaid *Arthur Aſtry* to be begotten; or in caſe the ſaid Sum of 4000*l.* herein before limited and appointed to be raiſed for the Portion or Portions of ſuch Daughter or Daughters, younger Son or younger Sons as aforeſaid, ſhall be, by the ſaid *Charles Cary*, his Executors, Adminiſtrators or Aſſigns, levied and raiſed by the Ways and Means in that Behalf afore-mentioned; Then and in either of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of four hundred Years, of and in the ſaid laſtmentioned Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of, for the Purpoſes aforeſaid, ſhall ceaſe, determine and be utterly void, or

with Benefit of Survivorſhip among the Children.

Proviſo for the ceaſing of this Term.

otherwiſe

otherwiſe ſurrendred to the Perſon or Perſons who ſhall for the Time being be next in Reverſion or Remainder of the ſame Premiſſes, any Thing herein contained to the contrary thereof in any wiſe nothwithſtanding. And the ſaid *Arthur Aſtry*, for the Conſiderations aforeſaid, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *Charles Cary*, his Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhall take effect, and that there ſhall be one or more Daughter or Daughters, younger Son or younger Sons, of the Body of the ſaid *Arthur Aſtry*, on the Body of the ſaid *Delia* his intended Wife to be begotten, living at the Time of the Deceaſe of him the ſaid *Arthur Aſtry*, or born after; then and in ſuch Caſe he the ſaid *Arthur Aſtry* ſhall and will, by his laſt Will and Teſtament or otherwiſe, give or leave unto or for the Benefit of all and every ſuch Daughter or Daughters, younger Son or younger Sons laſt mentioned, or in caſe of no ſuch younger Son or younger Sons, then to or for the Benefit of ſuch laſt mentioned Daughter or Daughters only, ſuch Sum or Sums of Money as together with what they ſhall actually receive by Virtue of the aforeſaid Term of four hundred Years ſhall amount to the full Sum of 8000*l.* at leaſt, unleſs they ſhall be actually advanced and preferred by the ſaid *Arthur Aſtry* in his Life-time, with Portions of equal or greater Value. And laſtly, the ſaid *Arthur Aſtry* doth hereby for himſelf his Heirs, Executors and Adminiſtrators, farther covenant, promiſe, grant and agree, to and with the ſaid *Charles Cary*, his Executors, Adminiſtrators and Aſſigns, that it ſhall and may be lawful to and for him the ſaid *Charles Cary*, his Executors, Adminiſtrators and Aſſigns, from and after the Deceaſe of the ſaid *Arthur Aſtry*, peaceably and quietly to enter into, have, hold and enjoy the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments, and other the Premiſſes hereby leaſed, and receive and take the Rents and Profits thereof, and of every Part thereof, for and during all the then Reſidue of the ſaid Term of four hundred Years therein, upon the Truſts and for the Purpoſes aforeſaid, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the Heirs or Aſſigns of him the ſaid *Arthur Aſtry*, or of or by any other Perſon or Perſons, lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the ſame Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under, or in Truſt for the ſaid *Edward Ellis*. In witneſs, *&c.*

The Huſband covenants to give or leave a farther Sum to younger Children;

and for quiet Enjoyment by the Truſtee of this laſt Term.

An Agreement before Marriage, and Aſſignment of Part of the Woman's perſonal Eſtate, conſiſting of Leaſehold, Bank *Stock, and* India *Bonds,* &c. *to Truſtees, to be for and at her ſeparate Uſe and Diſpoſal. Power to ſell, and place out the Money at Intereſt, and to fill up the Number of Truſtees. The Huſband covenants to leave her a Third of his Eſtates, if ſhe ſurvive.* N° 2.

THIS Indenture tripartite, made the ninth Day of *Auguſt Anno Domini* 1733. and in the ſeventh Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, &c. between *Arthur Autry* of *London* Merchant, of the firſt Part, *Bona Brown* Spinſter, one of the Daughters of *Charles Brown* late Citizen and Mercer of *London*, deceaſed, of the ſecond Part, and *Charles Cary* of *London*, Merchant, *Dorothy Dix* of the ſame Place Widow, and *Edward Ellis* of *London* Stationer, of the third Part. Whereas by Indenture of Leaſe bearing Date on or about the 15th Day of *Auguſt* which was in the Year of our Lord 1684, and made or mentioned to be made between the Mayor and Commonalty and Citizens of the City of *London*, of the one Part, and *Francis Foſs* Citizen and Ironmonger of *London*, of the other Part, the ſaid Mayor, and Commonalty and Citizents, for the Conſiderations therein mentioned, did demiſe and leaſe to the ſaid *Francis Foſs* all that their Plot or Parcel of Ground or Soil ſituate and being in the Pariſh of St. *Mary-le-Bow*, *London*, containing from Eaſt to Weſt twenty-four Feet of Aſſize, little more or leſs, and from North to South on the Weſt

The Parties.

A Corporation Leaſe recited.

The Parcels.

West Side thereof twenty-eight Feet of Aſſiſe, little more or leſs, and on the Weſt Side thereof thirty-four Feet of Aſſiſe, little more or leſs, and abutting South and Weſt upon the publick Market-Place, and upon other of the City-Lands then in the Poſſeſſion or Tenure of the ſaid *Francis Foſs* North, and upon Grounds then in the Occupation of *Francis Ferne*, belonging to Mr. *George Gore*, Eaſt (Part of which Meaſures aforeſaid, under the Front of the Tenements to be erected as therein is mentioned, was to be uſed for an open Walk, and ſo to continue and remain during the Term of Years thereby granted) together with all Ways, Paſſages, Waters, Water-Courſes, Eaſements, Profits, Commodities, Advantages and Appurtenances whatſoever, to the ſaid Plot or Parcel of Ground or Soil belonging or in any wiſe appertaining, or with the ſame uſed, occupied or enjoyed (except as therein is mentioned to be excepted); To hold unto the ſaid *Francis Foſs*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of St. *John* the Baptiſt then laſt paſt for the Term of ninety-one Years, at the yearly Rent of 3*l.* payable Quarterly, as therein is mentioned. And whereas by one other Indenture of Leaſe, bearing Date on or about the eighteenth Day of *May* which was in the Year of our Lord 1701. and made or mentioned to be made between the ſaid Mayor, and Commonalty and Citizens of the City of *London*, of the one Part, and the ſaid *Francis Foſs*, by the Name of Sir *Francis Foſs* Knight and Alderman of the ſaid City, of the other Part, the ſaid Mayor, and Commonalty and Citizens, for the Conſiderations therein mentioned, did demiſe and grant unto the ſaid Sir *Francis Foſs* all thoſe two Dwelling-Houſes, ſituate, lying and being in the ſaid Pariſh of St. *Mary-le-Bow*, containing on the Weſt-Side fifty-ſix Feet of Aſſiſe, little more or leſs (being the Length of both the Bevil Lines) and from Weſt to Eaſt on the South End twelve Feet and ſix Inches, little more or leſs, and abutting on a Houſe then demiſed unto the ſaid Sir *Francis Foſs*, and from South to North on the Eaſt Side ſeventy-two Feet ſix Inches of Aſſiſe, little more or leſs (being the Length of both the Bevil Lines) and abutting on Sir *Francis Foſs*'s then Dwelling-Houſe, and from Eaſt to Weſt on the North End ſixteen Feet of Aſſiſe, little more or leſs, the Piazza containing eight Feet four Inches little more or leſs at the North End, and ſeven Feet and ten Inches little more or leſs at the South End, and fifty-eight Feet ſix Inches in the Front thereof (being the Length of both the Bevil Lines) in both the aforeſaid Houſes being then contained two Cellars, four lower Rooms, ſixteen Chambers and four Garrets; and all the ſaid laſt mentioned Premiſſes, with the Situations and Bevil Lines on which the Meaſurement is deſcribed, do more plainly appear by the Draught or Scheme of the thereby demiſed Premiſſes with a Scale to the ſame made, and to the ſaid laſt mentioned Indenture annexed; To hold unto the ſaid Sir *Francis Foſs*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of the Nativity of St. *John* Baptiſt in the Year of our Lord 1706, for the Term of ſixty-one Years, at the yearly Rent of 5*l.* payable Quarterly, as therein is mentioned. And whereas by Indenture of Aſſignment bearing Date on or about the fifteenth Day of *July* which was in the Year of our Lord 1709, and made or mentioned to be made between *Hannah Foſs* of *London* Spinſter, Sir *John Hollis*, Sir *John Jones*, and Sir *Leonard Kirby*, of the ſaid City, Knts. Executors of the laſt Will and Teſtament of the ſaid Sir *Francis Foſs* then deceaſed, of the one Part, and the ſaid *Charles Brown* of the other Part, reciting to the Effect as is herein before recited; and for the Conſiderations therein mentioned, they the ſaid *Hannah Foſs*, Sir *John Hollis*, Sir *John Jones*, and Sir *Leonard Kirby*, did aſſign and ſet over unto the ſaid *Charles Brown*, his Executors, Adminiſtrators and Aſſigns, the ſaid two ſeveral recited Indentures of Leaſe, and alſo the ſaid ſeveral Meſſuages or Tenements which were in the ſeveral Tenures or Occupations of *Matthew May*, *Nathaniel Nix* and *Oliver Orme*, and all and ſingular other the Premiſſes by the ſame two Indentures of Leaſe demiſed or granted, or mentioned or intended ſo to be, and every Part and Parcel thereof, with their and every of their Appurtenances; To hold unto the ſaid *Charles Brown*, his Executors, Adminiſtrators and Aſſigns, for the Reſidue of the ſaid two ſeveral Terms of ninety-one Years and ſixty-one Years therein reſpectively. And whereas the ſaid *Charles Brown*, in and by his laſt Will and Teſtament in Writing, bearing Date on or about the ſixteenth Day of *July* which was in the Year of our Lord 1724, did (amongſt other Deviſes and Bequeſts therein contained) give and bequeath unto the ſaid *Bona Brown*, her Executors,

(with Exception).

General Words.

Another Corporation Leaſe recited,

An Aſſignment of the Leaſes recited,

and the Will of the Aſſignee, deviſing them to the intended Wife.

cutors, Adminiſtrators and Aſſigns, the ſaid Meſſuages or Tenements and Premiſſes, by the Deſcription of all thoſe his three Meſſuages or Tenements, with the Appurtenances, ſituate in the Pariſh of St. *Mary le Bow*, held by Leaſe or Leaſes of the City of *London*, at and under the yearly Ground-Rent of 8 *l. per Annum*, clear of Taxes, for and during the Remainder of the ſaid Terms then to come and unexpired, as in and by the ſaid ſeveral recited Indentures and Will, Relation being thereunto had, may more fully appear. And whereas two of the ſaid three Meſſuages are now converted into or uſed as one Meſſuage, and all the ſaid Meſſuages and Premiſſes now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of *Paul Perry* Victualler, *Roſe Reek* Millener, *Samuel Sly* Smith, and their reſpective Aſſigns, Leſſees or Under-Tenants. And whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Arthur Autry* and the ſaid *Bona Brown*; And whereas upon the Treaty of the ſaid intended Marriage it was agreed by and between the ſaid *Arthur Autry* and *Bona Brown*, that as well the ſaid Meſſuages or Tenements and Premiſſes, as alſo the ſeveral *Eaſt-India* Bonds mentioned in the Schedule hereupon indorſed, as alſo 2000 *l.* Capital or Nominal Stock in the Fund or Stock of the Governor and Company of the Bank of *England* (being Part of the Fortune and Effects of the ſaid *Bona Brown*) ſhould be aſſigned and transferred reſpectively unto the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their Executors, Adminiſtrators and Aſſigns, upon the Truſts, and to and for ſuch Intents and Purpoſes as are herein after mentioned and expreſſed, of and concerning the ſame; To the Intent that the ſaid *Bona Brown* ſhall notwithſtanding her Coverture (after the ſaid intended Marriage had) have the ſole, ſeparate and abſolute Diſpoſal of all and every the ſaid Meſſuages or Tenements, Hereditaments, *Eaſt-India* Bonds, Stock and Premiſſes, and of the Rents, Intereſt, Profits and Produce thereof reſpectively, to and for her own ſole and ſeparate Uſe and Benefit, and at her own free Will and Pleaſure, without the Controul or Intermeddling of the ſaid *Arthur Autry* her intended Huſband, or being ſubject to his Debts or Incumbrances. And whereas the ſaid *Bona Brown*, in purſuance of the ſaid Agreement hath already with the Privity and Conſent of the ſaid *Arthur Autry* (teſtified by his being a Party to, and his Sealing and Delivering of theſe Preſents) transferred the ſaid 2000 *l.* Bank-Stock unto the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, which they do hereby acknowledge, as by the Books of the ſame Company may appear: Now this Indenture witneſſeth, That in Proſpect and Conſideration of the ſaid intended Marriage, and in farther Purſuance of the ſaid Agreement, and alſo for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Bona Brown* in hand paid, by the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Bona Brown*, with the Privity and Conſent of the ſaid *Arthur Autry* her intended Huſband (teſtified as aforeſaid) hath granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their Executors, Adminiſtrators and Aſſigns, as well the ſaid Meſſuages or Tenements, Ground, Hereditaments and Premiſſes, in and by the ſaid recited Indentures of Leaſe and Aſſignment demiſed and aſſigned reſpectively, or mentioned or intended ſo to be as aforeſaid, with their Appurtenances; as alſo the ſaid ſeveral *Eaſt-India* Bonds in the ſaid Schedule hereupon indorſed mentioned, and all the Benefit thereof, and all the Monies due and payable, or to become due and payable thereupon, and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, both at Law and in Equity, of her the ſaid *Bona Brown*, of, into or out of the ſaid Meſſuages or Tenements, Ground, Bonds, and Premiſſes hereby, or mentioned or intended to be hereby aſſigned, every or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages or Tenements, Ground, Hereditaments and Premiſſes, in and by the ſaid recited Indentures demiſed and aſſigned reſpectively, or mentioned or intended ſo to be as aforeſaid, with the Appurtenances, unto the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid two ſeveral Terms of ninety-one Years and ſixty-one Years therein reſpectively, upon the Truſts herein after mentioned concerning the ſame; and to have and to hold the ſaid Bonds and

And that two of the Houſes are converted into one.

The intended Marriage recited.

And an Agreement between Huſband and Wife, that the Leaſehold Premiſſes, and certain Bank-Stock (Part of her Fortune) ſhould be aſſigned, &c. Upon Truſt,

to be at her Diſpoſal

and ſeparate Uſe, &c.

And that ſhe (with Privity of the Huſband) hath transferred the Stock to Truſtees.

The Aſſignment of the Leaſeholds, with Privity, &c. of the intended Huſband;

And Eaſt-India Bonds mentioned in a Schedule,

Monies thereupon due and payable, or to become due and payable, and all the Benefit thereof, unto the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their Executors, Adminiſtrators and Aſſigns abſolutely, upon the Truſts herein after-mentioned concerning the ſame. And it is hereby declared and agreed, by and between the ſaid Parties to theſe Preſents, that the ſaid Meſſuages or Tenements, Ground, Hereditaments, Bonds, Stock, and other the Premiſſes ſo aſſigned and transferred reſpectively, unto the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, are and were ſo to them aſſigned and transferred reſpectively, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared, of and concerning the ſame (that is to ſay); In Truſt for the ſaid *Bona Brown*, her Executors and Adminiſtrators, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then in Truſt that they the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their Executors, Adminiſtrators and Aſſigns, ſhall and do from Time to Time, during the Joint-Lives of the ſaid *Arthur Autry* and *Bona Brown*, pay and diſpoſe of the clear yearly Intereſt, Rents, Profits, Dividends and Produce of the ſaid Meſſuages or Tenements, Hereditaments, Bonds, Stock and Premiſſes, as the ſame ſhall from Time to Time ariſe and be received, unto ſuch Perſon or Perſons, and to and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, as ſhe the ſaid *Bona Brown* ſhall from Time to Time, notwithſtanding her Coverture, by any Note or Writing under her Hand direct or appoint; To the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts or Engagements of the ſaid *Arthur Autry* her intended Huſband, but only at her own ſole and ſeparate Diſpoſal; And in default of, and until ſuch Direction and Appointment, to the proper Hands of her the ſaid *Bona Brown*, or otherwiſe do and ſhall permit and ſuffer her to receive and take the ſame, to and for her own ſole and ſeparate Uſe and Benefit; whoſe Receipts alone under her Hand, without the ſaid *Arthur Autry* her intended Huſband, ſhall from Time to Time, notwithſtanding her Coverture, be ſufficient Diſcharges to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipts ſhall be given. And upon this farther Truſt, that they the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, their Executors, Adminiſtrators and Aſſigns, ſhall and do aſſign, transfer, and diſpoſe of all and every the ſaid Meſſuages, Tenements, Hereditaments, Bonds, Stock and Premiſſes, every or any Part thereof, unto ſuch Perſon and Perſons, and for ſuch Uſes, Purpoſes, Eſtates and Intereſts, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Bona Brown* ſhall from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned, ſealed, publiſhed and declared, in the Preſence of the like Number of Witneſſes, direct, limit, give or appoint the ſame, or any Part thereof; to the Intent that the ſame, or any Part thereof, may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts or Engagements of the ſaid *Arthur Autry* her intended Huſband, but only at her own ſole and ſeparate Diſpoſal. And for Default of ſuch Direction, Limitation, Gift or Appointment, then in Truſt for and for the only Benefit of the ſaid *Bona Brown*, her Executors and Adminiſtrators. And it is hereby declared and agreed, by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, or the Survivors or Survivor of them, his Executors or Adminiſtrators, with the good Liking and Approbation of the ſaid *Bona Brown*, teſtified under her Hand, notwithſtanding her Coverture, and whether ſhe be ſole or married, to ſell and diſpoſe of the ſaid Bonds and Stock, or any of them, or any Part thereof, and to lend and place out the Monies ariſing by ſuch Sale or Diſpoſition, or any Part thereof, upon any publick or private Security or Securities at Intereſt, or inveſt the ſame, or any Part thereof, in the Purchaſe of Stock in any of the publick Companies or Funds, with ſuch Approbation as aforeſaid; and ſo from Time to Time to call in ſuch Monies ſo lent or placed out on Securities as aforeſaid, or to ſell and diſpoſe of ſuch Stock ſo to be purchaſed, or any Part thereof, as often as they ſhall think fit,

In Truſt for the intended Wife till the Marriage; Then in Truſt to pay the Profits as ſhe ſhall direct.

(Not to be at the Huſband's Diſpoſal).

And if no Direction, to her own Hands,

her Receipts alone to be ſufficient.

Truſtees to aſſign, &c. as ſhe ſhall direct.

And for want of ſuch Direction, in Truſt for her, &c.

Power to the Truſtees (with her Approbation) to alter the Nature of the Eſtates, and put out the Money, &c. *toties quoties.*

with ſuch Approbation as aforeſaid. Provided always nevertheleſs, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that notwithſtanding this preſent Aſſignment, or any Thing herein contained to the contrary, the ſaid ſeveral *Eaſt-India* Bonds ſhall be and remain in the Hands or Cuſtody of her the ſaid *Bona Brown*, or be by her lodged or depoſited for ſafe Cuſtody in ſuch Place or Places, or with ſuch Perſon or Perſons, as ſhe ſhall from Time to Time think fit. Provided alſo, and it is hereby farther declared and agreed, by and between all the ſaid Parties to theſe Preſents, that in caſe they the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, or any of them, or any future or ſucceeding Truſtees ſhall die, or be deſirous to quit and be diſcharged of and from the Truſts hereby in them repoſed as aforeſaid, at any Time or Times before the ſaid Truſts ſhall be fully executed and performed, then and in any ſuch Caſe, and when the ſame ſhall happen, it ſhall and may be lawful, to and for the ſaid *Bona Brown*, by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, to nominate, ſubſtitute or appoint any other Perſon or Perſons to be Truſtee or Truſtees for the Purpoſes aforeſaid, in the Place and Stead of them the ſaid *Charles Cary*, *Dorothy Dix*, and *Edward Ellis*, or other ſucceeding Truſtees, or ſuch of them who ſhall ſo die, or be deſirous to quit and be diſcharged of and from the aforeſaid Truſts; and ſo from Time to Time, and as often as there ſhall be Occaſion, to nominate, ſubſtitute or appoint any other Perſon or Perſons to be Truſtee or Truſtees, in manner and for the Purpoſes aforeſaid, and in the Place and Stead of the ſaid preſent or any ſucceeding or other Truſtee or Truſtees, who ſhall ſo die, or be deſirous to quit and be diſcharged of and from the aforeſaid Truſts. And that when and ſo often as any new Truſtee or Truſtees ſhall be nominated or appointed as aforeſaid, the ſaid Meſſuages or Tenements, Bonds, Stock and Truſt Premiſſes, or ſo much thereof as ſhall then be undiſpoſed of as aforeſaid, and all Securities, in which the ſame Bonds and Stocks or any Part thereof ſhall be then inveſted, ſhall be thereupon with all convenient Speed aſſigned and transferred ſo and in ſuch Sort, as that the ſame ſhall be legally and effectually veſted in the ſurviving or continuing former Truſtee or Truſtees, and ſuch new Truſtee or Truſtees, upon the Truſts aforeſaid; and that every ſuch new Truſtee or Truſtees ſhall and may in all Things act in the Management, Carrying on and Execution of the Truſts aforeſaid, every or any of them, in Conjunction with the other or others of them who ſhall ſurvive or continue, as fully and effectually in all Reſpects, and to all Intents and Purpoſes, as if he or they had been originally in and by theſe Preſents nominated or appointed a Truſtee or Truſtees for the Purpoſes aforeſaid, any Thing herein before contained to the contrary notwithſtanding. And it is hereby farther declared and agreed, by and between all the ſaid Parties to theſe Preſents, that the ſaid Truſtees, Parties hereto, or any of them, or any new Truſtee or Truſtees to be nominated or appointed as aforeſaid, or any of them, their or any of their Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for any more Monies than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid; nor with or for any Loſs which ſhall happen of the ſaid Truſt Eſtates and Premiſſes or any Part thereof, ſo as the ſame happen without their wilful Defaults; nor the one of them for the others or other of them, or for the Acts, Deeds, Receipts, Diſburſements or Defaults, the one of the other or others of them, but each of them only for his or her own Acts, Deeds, Receipts, Diſburſements and Defaults. And alſo that it ſhall and may be lawful for them the ſaid Truſtees, Parties hereunto, and ſuch new Truſtee or Truſtees to be nominated or appointed as aforeſaid, and each and every of them, their and each and every of their Heirs, Executors and Adminiſtrators, in the firſt place, by and out of the ſaid Truſt Eſtates and Premiſſes to deduct and reimburſe him, her and themſelves reſpectively, all ſuch Loſs, Coſts, Charges and Expences, as he, ſhe, they, or any of them ſhall ſuſtain, expend or be put unto, for or by reaſon of the Truſts aforeſaid, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. And this Indenture farther witneſſeth, That the ſaid *Arthur Autry*, in conſideration of the ſaid intended Marriage, and of what he will be thereby intitled unto out of the Eſtate of the ſaid *Bona Brown*, over and above what is herein before mentioned to be aſſigned upon the Truſts aforeſaid, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree,

The Eaſt-India Bonds to remain in the Cuſtody of *Ceſtuy que Truſt*.

Proviſion for filling up the Number of Truſtees.

And then the Eſtates to be veſted in them all,

with Power to act.

Truſtees to be chargeable only with their own Receipts, *&c.* reſpectively.

They may retain their Expences, *&c.*

The Huſband covenants to leave the Wife a third Part of all his Eſtates if ſhe ſurvive.

to and the ſaid *Charles Cary*, *Dorothy Dix* and *Edward Ellis*, their Executors, Adminiſttarors and Aſſigns, that in caſe the ſaid intended Marriage take effect, and that ſhe the ſaid *Bona Brown* ſhall ſurvive and overlive him the ſaid *Arthur Autry*; then and in ſuch Caſe he the ſaid *Arthur Autry* ſhall and will, in and by his laſt Will and Teſtament or otherwiſe, give or leave unto the ſaid *Bona Brown*, her Heirs, Executors and Adminiſtrators reſpectively, one full and equal third Part of all ſuch real and perſonal Eſtate, as he the ſaid *Arthur Autry* ſhall be ſeiſed or poſſeſſed of, or any ways intitled unto at the Time of his Deceaſe (after Payment thereout of his juſt Debts and Funeral Expences); the ſame third Part to be paid, conveyed and delivered unto the ſaid *Bona Brown*, her Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, to and for her and their own Uſe and Benefit, within the Space of ſix Calendar Months next after the Deceaſe of the ſaid *Arthur Autry*. In witneſs, *&c.*

N° 3. *Articles before Marriage for ſettling divers Freehold and Leaſehold Eſtates; with Variety of Limitations, Powers and Proviſoes, as in the Margin.*

THIS Indenture tripartite, made the tenth Day of *Auguſt Anno Domini* 1717. and in the third Year of the Reign of, *&c.* between Sir *Benjamin Auſtin* of, *&c.* Bart. and Dame *Anne* his Wife, and *Charles Auſtin* Eſq; Son and Heir apparent of the ſaid Sir *Benjamin Auſtin*, of the firſt Part, *Francis Ford* of, *&c.* the only acting Executor of the laſt Will and Teſtament of *Daniel Greg*, late of, *&c.* Merchant, deceaſed, and *George Greg* junior, of, *&c.* Eſq; of the ſecond Part, and *Elizabeth Greg* Spinſter, Daughter of the ſaid *Daniel Greg*, and Siſter of the ſaid *George Greg*, of the third Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Charles Auſtin* and the ſaid *Elizabeth Greg:* Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage, and of the Sum of 10000*l.* of lawful Money of *Great Britain* (being the Marriage-Portion of the ſaid *Elizabeth Greg*) herein after covenanted to be paid by the ſaid *Francis Ford*, in ſuch manner as is herein after mentioned, they the ſaid Sir *Benjamin Auſtin* and *Charles Auſtin* do and each of them doth for themſelves and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Francis Ford* and *George Greg*, their Executors and Adminiſtrators, and every of them by theſe Preſents, that they the ſaid Sir *Benjamin Auſtin*, Dame *Anne* his Wife, and *Charles Auſtin*, and all others, claiming or to claim from, by or under, or in Truſt for them or any of them, or any of the Anceſtors of the ſaid Sir *Benjamin Auſtin*, ſhall and will, before the End of *Michaelmas* Term next enſuing the Date hereof, at the Coſts and Charges of the ſaid Sir *Benjamin Auſtin* or his Heirs, by Fine, Common Recovery, and ſuch other good and ſufficient Conveyances and Aſſurances in the Law, as the Counſel of the ſaid *Francis Ford* and *George Greg*, or the Survivor of them, or the Executor or Adminiſtrators of ſuch Survivor ſhall adviſe or direct, with uſual and reaſonable Covenants, ſettle, convey and aſſure all and every the Manors, Lordſhips, Advowſons, Meſſuages, Cottages, Farms, Mills, Lands, Tenements, Rectories, Tithes and Hereditaments, as well Freehold as Leaſehold, of them the ſaid Sir *Benjamin Auſtin* and *Charles Auſtin*, or either of them, in the ſeveral Pariſhes, Towns, Hamlets, Vills or Territories of *Keynton*, *Mimms* and *Nunton*, and in every or any of them in the ſaid County of *Bucks*, or elſewhere in the ſaid County of *Bucks* (except the Manors or reputed Manors of *Hanton* and *Jobner*, with their Rights, Members and Appurtenances, in the ſaid County of *Bucks*, other than ſuch Part and Parts thereof as are herein after mentioned or agreed to be ſettled) free from all Incumbrances made or done by the ſaid Sir *Benjamin Auſtin*, or any of his Anceſtors (except the ſeveral Rents and Services reſerved upon ſuch Parts of the Premiſſes as are Leaſehold, and the ſeveral Leaſes for Years determinable upon Lives made by the ſaid Sir *Benjamin Auſtin*, or any of his Anceſtors, of ſuch Parts of the Premiſſes as have been ſo uſually let, and ſuch other Leaſes for Years whereupon the improved

Recital that the Marriage s intended.

Agreement and Conſideration.

The Father and Mother of the intended Huſband (together with him) agree to ſettle by Fine, Recovery, *&c.* certain Manors, *&c.*

with Exception

improved

proved Rent is reſerved) to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements, as are herein after mentioned, expreſſed and declared, of and concerning the ſame reſpectively; that is to ſay, as to, for and concerning all that Capital Meſſuage or Manſion-Houſe ſituate or being in *Keinton*, together with the Gardens, Orchards and Appurtenances thereunto belonging, and all Lands and Tenements therewith let, uſed or enjoyed, now or late in the Poſſeſſion of Mr. *Leonard Lunn*, and all other the Meſſuages, Cottages, Farms, Lands, Tenements and Hereditaments, as well Freehold as Leaſehold, of them the ſaid *Benjamin Auſtin* and *Charles Auſtin*, or either of them, ſituate, lying or being in *Keinton* aforeſaid, all which are now of the clear yearly Rent or Value of 280*l.* or thereabouts; and all that capital Meſſuage, Tenement and Farm, commonly called or known by the Name of *Mimms* Farm, as the ſame is now divided into two Farms, and all Lands, Tenements and Hereditaments thereunto belonging, or therewith let, uſed or enjoyed, being now together of the clear yearly Rent of 165*l.* and all that other Meſſuage, Tenement and Farm, commonly called or known by the Name of *Nunton*, and all Lands and Tenements thereunto belonging, or therewith uſed or enjoyed, at the yearly Rent of 75*l.* and all that Meſſuage, Tenement and Farm called *Orton*, and all Lands and Tenements thereunto belonging, or therewith uſed or enjoyed, at the yearly Rent of 68*l.* and all thoſe Mills called *Purton* Mills, together with the Party-Meadow, and all other Lands therewith letten or enjoyed, at the yearly Rent of 30*l.* and and all the Tithing-Garb (except the Tithes of Beans and Peaſe) to the Rectory of *Bailton* belonging, together with the Parſonage-Barn there; which laſt mentioned Premiſſes are held by Leaſe of the Dean and Chapter of the Cathedral Church of St. *Paul Thetford*, and are now of the clear yearly Rent or Value of 150*l.* over and above the Rent reſerved upon the ſaid Leaſe: (All which laſt mentioned Meſſuages Farms, Lands, Tenements and Hereditaments, are Parcel of the Premiſſes firſt above agreed and intended to be ſettled and conveyed as aforeſaid): The ſame are to be and ſhall be limited to and for ſuch Uſes, Intents and Purpoſes, and upon ſuch Truſt as are herein after mentioned, expreſſed or declared of and concerning the ſame reſpectively; that is to ſay, As to ſo much and ſuch Part and Parts of the ſaid laſt mentioned Premiſſes as are Freehold, to the Uſe of the ſaid *Charles Auſtin*, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte, with due Proviſion in ſuch intended Settlement for ſupporting the contingent Uſes and Eſtates thereof herein after mentioned, as in ſuch Caſe is uſual: And from and after his Deceaſe, then to the Uſe of the ſaid *Elizabeth* his intended Wife, for and during the Term of her natural Life; which together with ſuch other Proviſions as are herein after intended or agreed to be made for her, is to be, and is hereby declared to be in full of her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law: And from and after the ſeveral Deceaſes of the ſaid *Charles Auſtin* and *Elizabeth* his intended Wife, to the Uſe of Truſtees (to be for that Purpoſe named) their Executors, Adminiſtrators and Aſſigns, for the Term of two hundred Years, without Impeachment of Waſte, upon ſuch Truſts as are herein after mentioned concerning the ſame; And from and after the End or other ſooner Determination of the ſaid Term of two hundred Years, then to the Uſe of the firſt Son of the ſaid *Charles Auſtin* on the Body of the ſaid *Elizabeth* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, fifth, and of all and every other the Son and Sons of the ſaid *Charles Auſtin* on the Body of the ſaid *Elizabeth* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body iſſuing, always to be preferred, and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then to the Uſe of other Truſtees (to be for that Purpoſe named) their Executors, Adminiſtrators and Aſſigns, for the Term of three hundred Years without Impeachment of Waſte, upon ſuch

As to Part.

To the Uſe of the Huſband for Life, *ſans* Waſte;

Remainder to the Uſe of the Wife for Life,

in Bar of Dower.

Remainder to Truſtees for a long Term.

Remainder to firſt and other Sons of this Marriage in Tail Male;

Then to Truſtees for another Term;

Then to his Sons by any other Wife in Tail Male.

ſuch Truſts as are herein after mentioned concerning the ſame; And from and after the End or other ſooner Determination of the ſaid Term of three hundred Years, then to the Uſe of the firſt, ſecond, third, fourth, fifth, and all and every other the Son and Sons of the Body of the ſaid *Charles Auſtin* by any other Woman or Women whom he ſhall marry after the Deceaſe of the ſaid *Elizabeth Greg*, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body iſſuing being always preferred, and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then to the Uſe of all and every the Daughters (if more than one) of the Body of the ſaid *Charles Auſtin* on the Body of the ſaid *Elizabeth* his intended Wife to be begotten, to be equally divided between them, Share and Share alike, as Tenants in Common, and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughters; and if one or more ſuch Daughters ſhall happen to die without Iſſue of her or their Body or Bodies, then as to the Share or Shares of her or them ſo dying without Iſſue, to the Uſe of the Survivors or others of them, Share and Share alike, as Tenants in Common, and not as Joint-Tenants, and the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors or others of them; And if all ſuch Daughters but one ſhall happen to die without Iſſue of their Bodies, or if there ſhall be but one ſuch Daughter, then to the Uſe of ſuch only Daughter, and of the Heirs of her Body: And for Default of ſuch Iſſue, then to the Uſe of the ſaid Sir *Benjamin Auſtin*, and of his Heirs and Aſſigns for ever. And as to ſo much and ſuch Part and Parts of the ſaid laſt mentioned Premiſſes as are Leaſehold, the ſame are to be and ſhall be ſettled in Truſtees, and limited as near to the Uſes and Eſtates herein before mentioned concerning the Freehold Part of the ſaid laſt mentioned Premiſſes as may be, and the Nature of a Chattel Intereſt will admit (except the ſaid Terms and Eſtates of two hundred Years, and three hundred Years). And as to, for and concerning all that capital Meſſuage or Manſion-Houſe commonly called or known by the Name of *Arnton*, with the Park, Gardens, Orchards, Lands, Tenements and Hereditaments thereunto belonging, or therewith uſed or enjoyed, ſituate, lying and being in *Swinton* and *Turton*, or one of them, in the ſaid County of *Bucks*, and all other the Freehold Meſſuages, Lands, Tenements and Hereditaments of them the ſaid Sir *Benjamin Auſtin* and *Charles Auſtin*, or either of them, in *Swinton* and *Turton* aforeſaid, or either of them (being other Parcel of the Premiſſes firſt above agreed and intended to be ſettled and conveyed as aforeſaid) the ſame are to be and ſhall be limited to the Uſe of Truſtees to be for that Purpoſe named, their Executors, Adminiſtrators and Aſſigns, for the Term of ninety-nine Years, upon the Truſts herein after mentioned concerning the ſame. And from and after the End or other ſooner Determination of the ſaid Term of ninety-nine Years, to the Uſe of the ſaid Sir *Benjamin Auſtin*, for and during the Term of his natural Life, without Impeachment of Waſte; and from and after his Deceaſe, then to the Uſe of the ſaid *Charles Auſtin*, for and during the Term of his natural Life, without Impeachment of Waſte, with due Proviſion for ſupporting the contigent Uſes and Eſtates thereof herein after mentioned or referred to, as in ſuch Caſe is uſual; And from and after his Deceaſe, then to ſuch other Uſes, and in like Order and Manner as are herein before mentioned concerning the Freehold Premiſſes firſt herein before limited or agreed to be limited to the ſaid *Charles Auſtin* for his Life as aforeſaid (except the ſaid Uſe and Eſtate to the ſaid *Elizabeth* for her Life, and the ſaid Terms of two hundred Years and three hundred Years). And as to, for and concerning all thoſe Water Griſt-Mills called *Venn* Mills, and all Houſes, Curtilages, Gardens and Grounds thereunto belonging, or therewith uſed or enjoyed (being Leaſehold) ſituate and being near the ſaid Manſion-Houſe called *Arnton*, and which are other Part of the Premiſſes firſt above agreed and intended to be ſettled and conveyed as aforeſaid, the ſame are to be and ſhall be ſettled in Truſtees, and limited as near to the Uſes and Eſtates herein before mentioned concerning the ſaid Manſion-Houſe called *Arnton*, and other the Freehold Premiſſes laſt mentioned as may be, and the Nature

Remainder to the Daughters of this Marriage, as Tenants in Common in Tail; with Croſs Remainders.

Remainder to the Huſband's Father in Fee. The Leaſeholds to be limited as near to the above Uſes as may be.

As to other Part of the Premiſſes, being Freehold, to be limited to the Uſe of Truſtees, for a Term of Years.

Remainder to the Father for Life, *ſans* Waſte; Remainder to the Huſband for Life, *ſans* Waſte. Remainder as to the firſt Parcel of Freehold above (except the Eſtate for Life to the Wife, and the two long Terms of Years). And as to the other Part of the Premiſſes, being Leaſehold, to be limited asnear to the Uſes of the laſt Freehold as may be.

of a Chattel Intereſt will admit. And as to, for and concerning all thoſe the Manors of *Warnton*, *Abden* and *Mimms* (except ſuch Parts of the Demeſne of the ſaid Manor of *Mimms* as are herein before mentioned, and intended to be ſettled as aforeſaid) and all Meſſuages, Lands, Tenements, Rents and Hereditaments to the ſaid three laſt mentioned Manors or any of them belonging or in any wiſe appertaining, or therewith uſed or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of them, or any of them (except before excepted); and all that the Capital Meſſuage, Barton and Farm called *Bruton* Farm, and all other the Meſſuages, Lands, Tenements and Hereditaments of them the ſaid Sir *Benjamin Auſtin* and *Charles Auſtin* his Son, or either of them, ſituate, lying or being in *Carnton*, *Danton*, *Elton* and *Finlay*, or any of them, or elſewhere in the ſaid County of *Bucks*, except the ſaid Manors of *Hanton* and *Jobner*, being the Reſidue of the Premiſſes firſt above agreed and intended to be ſettled and conveyed as aforeſaid; the ſame are to be and ſhall be limited to the Uſe of Truſtees to be for that Purpoſe named, their Executors, Adminiſtrators and Aſſigns, for the Term of ninety-nine Years, without Impeachment of Waſte, upon ſuch Truſts as are herein after mentioned concerning the ſame. And from and after the End or other ſooner Determination of the ſame Term, and ſubject thereto, and to the Truſts herein after declared concerning the ſame, to the Uſe of the ſaid Sir *Benjamin Auſtin*, for and during the Term of his natural Life, without Impeachment of Waſte. And from and after his Deceaſe, then to the Uſe of the ſaid Dame *Anne Auſtin*, for and during the Term of her natural Life, for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common-Law. And from and after the ſeveral Deceaſes of the ſaid Sir *Benjamin Auſtin* and Dame *Anne* his Wife, and Determination of the ſaid Term of ninety-nine Years, to the Uſe of the ſaid *Charles Auſtin*, for and during the Term of his natural Life, without Impeachment of Waſte, with due Proviſion for ſupporting the contingent Uſes and Eſtates thereof herein after-mentioned or referred to, as in ſuch Caſe is uſual. And from and after his Deceaſe, then to ſuch other Uſes, and in like Manner and Order as are herein before mentioned concerning the Freehold Premiſſes firſt herein before limited or agreed to be limited to the ſaid *Charles Auſtin* for his Life as aforeſaid (except the Uſe and Eſtate to the ſaid *Elizabeth* for her Life). And as to the aforeſaid two ſeveral Terms of two hundred Years, of and in the Premiſſes intended to be ſo limited, it is hereby declared and agreed that the ſame are to be and ſhall be upon the Truſts following; that is to ſay, That in caſe there ſhall be one or more Child or Children of the ſaid *Charles Auſtin* on the Body of the ſaid *Elizabeth* his intended Wife to be begotten, beſides an eldeſt or only Son, then upon Truſt that the Perſons to whom ſuch Terms ſhall be limited as aforeſaid, their Executors, Adminiſtrators and Aſſigns, ſhall and do either in the Life-time of the ſaid *Charles Auſtin*, with his Conſent, or elſe not till after his Deceaſe, by Leaſing, Selling or Mortgaging of the Premiſſes, to be comprized in the ſame Terms, or a competent Part thereof, and by and with the Rents and Profits thereof in the mean time and until ſuch Sale (except what ſhall be applied for Maintenance of ſuch Child or Children, not being an eldeſt or only Son, as herein after is mentioned) raiſe and levy, or borrow and take up at Intereſt ſuch Sum and Sums of Money, not exceeding in the whole the Sum of 6000 *l.* of lawful Money of *Great Britain*, for the Portion or Portions of all and every ſuch Child or Children (not being an eldeſt or only Son) and to be paid at ſuch Times and in ſuch Proportions, Manner and Form, as they the ſaid *Charles Auſtin* and *Elizabeth* his intended Wife, or the Survivor of them, ſhall by any Writing or Writings under their Hands and Seals, or under the Hand and Seal of the Survivor of them, atteſted by two or more credible Witneſſes, direct, limit or appoint; ſo as no one ſuch Child by Virtue of ſuch Appointment ſhall have leſs than the Sum of 800 *l.* for his or her Portion, if the ſame will ſo far extend; And in default of ſuch Direction, Limitation and Appointment, then ſhall and do by the Ways and Means aforeſaid, raiſe and levy, or borrow and take up at Intereſt the Sum of 5000 *l.* of like Money and no more, for the Portion or Portions of ſuch Child or Children (other than an eldeſt or only Son) to be paid in manner following; that is to ſay, if but one ſuch Child, to ſuch only Child at his or her Age of twenty-one Years; and if two or more ſuch Children, to be paid to and equally divided amongſt them, Share and Share alike, at their reſpective Ages of twenty-one Years,

And as to other Part, being the Reſidue of the Premiſſes, and being Freehold,

to the Uſe of Truſtees for a long Term;

Remainder to the Father for Life, *ſans* Waſte;

Remainder to the Mother for her Jointure, in Bar of Dower.

Remainder to the Uſe of the Huſband for Life, *ſans* Waſte.

Remainder as to the Freehold firſt limited (except the Uſe to the intended Wife) and two of the Terms for Years, upon Truſt to raiſe Portions for younger Children.

In Proportions as Huſband and Wife, &c. ſhall direct;

With Reſtriction of this Power of Directing.

For want of Appointment, what to be raiſed, and when paid.

With Benefit of Survivorship, &c. Directions for proper Clauses.

with Clauſe of Survivorſhip in ſuch Settlement to be contained as uſual, if any of them die before their Portions become payable; and if all of them die before any of their Portions become payable, then to ceaſe, and not to be paid. And in ſuch Settlement ſhall be contained proper and uſual Clauſes or Proviſoes for ceaſing the ſaid Terms of two hundred Years; and that no Sale or Mortgage be made of the ſame Premiſſes, until ſome one of the ſaid Portions ſhall become payable. And upon this further Truſt, that ſuch Perſons to whom the ſaid Terms of two hundred Years ſhall be limited, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents and Profits of the Premiſſes ſo to them to be limited, raiſe and levy ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children (not being an eldeſt or only Son) in the mean time, and until their Portions ſhall become payable reſpectively, as to the ſame Truſtees ſhall ſeem meet, not exceeding the Intereſt of their ſaid reſpective Portions, at the Rate of 5 *l. per Cent. per Annum.* And as to the aforeſaid two ſeveral Terms of three hundred Years, of and in the Premiſſes intended to be ſo limited, it is hereby declared and agreed, that the ſame are to be and ſhall be upon the Truſts following; that is to ſay, That in caſe there ſhall be no Iſſue Male of the Bodies of the ſaid *Charles Auſtin* and *Elizabeth* his intended Wife between them begotten, or if all ſuch Iſſue Male ſhall happen to die without Iſſue Male of their Bodies iſſuing, and at the Time of the Failure of ſuch Iſſue Male, or at any Time after, there ſhall happen to be one or more Daughter or Daughters of the ſaid *Charles Auſtin* by the ſaid *Elizabeth* his intended Wife, then upon Truſt that the Perſons to whom ſuch Terms of three hundred Years ſhall be limited as aforeſaid, their Executors, Adminiſtrators or Aſſigns, ſhall and do, either in the Life-time of the ſaid *Charles Auſtin* with his Conſent, or elſe not till after his Deceaſe, by Leaſing, Selling or Mortgaging the Premiſſes, to be comprized in the ſame Terms, or a competent Part thereof, and by and with the Rents and Profits thereof in the mean time, and until ſuch Sale (except what ſhall be applied for the Maintenance of ſuch Daughter or Daughters, as herein after is mentioned) raiſe and levy, or borrow and take up at Intereſt the Sum of 10000 *l.* of lawful Money of *Great Britain*, for the Portion and Portions of all and every ſuch Daughter and Daughters: The ſame to be paid in manner following; that is to ſay, if but one ſuch Daughter, then the ſaid whole Sum of 10000 *l.* to be paid to ſuch only Danghter, at her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen; and if two or more ſuch Daughters, then the ſaid Sum of 10000 *l.* to be paid to and to be equally divided amongſt them, Share and Share alike, as and when they ſhall reſpectively attain their reſpective Ages of twenty-one Years or be married, which ſhall firſt happen; with Clauſe of Survivorſhip in ſuch Settlement to be contained as uſual, if any of them die before their Portions become payable; and if all of them die before ſuch Time, then their Portions to ceaſe, and not to be paid: And in ſuch Settlement ſhall be contained proper and uſual Clauſes or Proviſoes for ceaſing the ſaid Terms of three hundred Years; and that no Sale or Mortgage be made of the ſame Premiſſes, until ſome one of the laſt mentioned Portions ſhall become payable. And upon this further Truſt, that ſuch Perſons to whom the ſaid Terms of three hundred Years ſhall be limited, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents and Profits of the Premiſſes ſo to be to them limited, raiſe and levy ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Daughter or Daughters in the mean time, and until their Portions ſhall become payable reſpectively, as to the ſame Truſtees ſhall ſeem meet, not exceeding the Intereſt of their ſaid reſpective Portions, at the Rate of 4 *l. per Cent. per Annum.* And in ſuch Settlement ſhall be contained a Proviſo, that what Monies ſuch Daughter or Daughters ſhall have or receive towards their Portions by Virtue of the ſaid Terms of two hundred Years, ſhall be taken and eſteemed as Part of the Monies provided for them by the ſaid Terms of three hundred Years. And as to, for and concerning the firſt mentioned Term of ninety-nine Years, of and in the Premiſſes intended ſo to be limited, it is hereby declared and agreed that the ſame is to be and ſhall be upon the Truſts following; that is to ſay, upon Truſt that the Perſons to whom ſuch Term ſhall be limited as aforeſaid, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents and Profits of the ſame Premiſſes, in the firſt place pay or cauſe to be paid unto the ſaid *Charles Auſtin* and his Aſſigns, for and during the Term of

Truſt for raiſing Money for Maintenance and Education of younger Children.

Other two of the Terms for Years, upon Truſt.

In caſe there be no Son, &c. of this Marriage, to raiſe Portions for Daughters.

With Clauſe of Survivorſhip,

Truſt alſo for Maintenance and Education.

Proviſo againſt taking Benefit of two Portions, &c.

As to a Term of ninety-nine Years,

upon Truſt

to pay the Huſband an Annuity for Life.

of his natural Life, the clear yearly Rent or Sum of 120*l.* of lawful Money of *Great Britain*, at the four moſt uſual Feaſts and Days of Payment in the Year, that is to ſay, the Feaſts of the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, the Birth of our Lord Chriſt, and the Annunciation of the bleſſed Virgin *Mary*, by even and equal Portions; the firſt Payment thereof to begin and to be made at the Feaſt of St. *Michael* the Archangel next enſuing the Date hereof. And from and after his Deceaſe ſhall and do, by and out of the Rents and Profits of the ſame Premiſſes, pay or cauſe to be paid unto the ſaid *Elizabeth Greg* and her Aſſigns, for and during the Term of her natural Life, the like clear yearly Rent or Sum of 120*l.* at the ſaid four Days of Payment in the Year, by even and equal Portions; the firſt Payment thereof to begin and to be made at ſuch of the ſaid Feaſts as ſhall next happen after the Deceaſe of the ſaid *Charles Auſtin*; And ſubject to the yearly Rents or Sums of 120*l.* ſhall and do in the next place, by and out of the Rents and Profits of the ſame Premiſſes, pay, or cauſe to be paid unto *Humphry Herne* of, *&c.* Eſq; and his Aſſigns, for and during the Term of his natural Life, the clear yearly Rent or Sum of 80*l.* of like Money, at the ſaid four Days of Payment in the Year, by even and equal Portions; the firſt Payment thereof to begin and to be made at the Feaſt-day of St. *Michael* next enſuing the Date hereof the ſame being in Lieu and Diſcharge and Satisfaction of the like Rent of 80*l.* payable to the ſaid *Humphry Herne*, by and out of the ſame Premiſſes, by Virtue of one Indenture bearing Date the fifteenth Day of *April* which was in the Year of our Lord 1697. All which ſaid yearly Rents, during the Continuance of them reſpectively, are to be and ſhall be paid free from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe. And upon this farther Truſt, that the ſaid laſt mentioned Truſtees, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid Sir *Benjamin Auſtin*, and ſuch other Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the ſaid laſt mentioned Premiſſes expectant upon the ſaid Term of ninety-nine Years ſhall for the Time being belong, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſaid laſt mentioned Premiſſes, over and above what will be ſufficient from Time to Time to pay the ſaid yearly Rents of 120*l.* and 80*l.* In which ſaid intended Settlement ſhall be contained a Proviſo for ceaſing and making void the ſaid Term of ninety-nine Years, from and after the ſeveral Deceaſes of the ſaid *Charles Auſtin*, *Elizabeth* his intended Wife, and *Humphry Herne*, and Payment of all Arrears which ſhall be then due of the ſaid yearly Rents of 120*l.* and 80*l.* if any ſuch ſhall be. And as to, for and concerning the other Term of ninety-nine Years, of and in the Premiſſes intended to be ſo limited, it is hereby declared and agreed, that the ſame is to be and ſhall be upon the Truſts following; that is to ſay, that the Perſons to whom ſuch Term ſhall be limited as aforeſaid, their Executors, Adminiſtrators or Aſſigns, ſhall and do, either in the Life-time of the ſaid Sir *Benjamin Auſtin* and Dame *Anne* his Wife, or of the Survivor of them, if they or the Survivor of them ſhall think fit, and ſo ſignify their Minds by Writing under their Hands and Seals, or under the Hand and Seal of the Survivor of them, or elſe as ſoon as conveniently may be after the Deceaſe of the Survivor of them, by Leaſing, Selling or Mortgaging the Premiſſes, to be comprized in the ſame Term, or a competent Part thereof, or by ſuch other Ways and Means as to the ſame Truſtees ſhall ſeem meet, raiſe and levy, or borrow and take up at Intereſt the Sum of 2000*l.* for the Portions of *Leonora*, *Mary* and *Olivia Auſtin*, Daughters of the ſaid Sir *Benjamin Auſtin*, or any of them; to be paid to them at ſuch Time or Times, and in ſuch Parts and Proportions, Manner and Form, as they the ſaid Sir *Benjamin Auſtin* and Dame *Anne* his Wife, or the Survivor, ſhall by any Writing or Writings under their Hands and Seals, or under the Hand and Seal of the Survivor of them, direct or appoint; And in default of ſuch Direction and Appointment, then to the ſaid *Leonora*, *Mary* and *Olivia Auſtin* the Daughters, to be equally divided between them, Share and Share alike, at their reſpective Ages of twenty-one Years; And to ſurvive, in caſe one or more of them die before ſuch Age; but if all of them die before any of them attain the Age of twenty-one Years, then the ſaid 2000*l.* and the ſaid Term of ninety-nine Years for raiſing the ſame, to ceaſe. And it is hereby agreed, that when and ſo ſoon as the ſaid Sum of 2000*l.* ſhall be raiſed by the Ways and Means aforeſaid, then alſo the ſaid Term of ninety-nine Years of and in the Premiſſes to

And after his Death to the Wife;

and ſubject to thoſe, a Rent to a third Perſon;

all free from Taxes;

and upon Truſt to permit the Father to receive the Reſidue.

As to another Term, to be upon Truſt to raiſe Portions for three Daughters of the Father;

With Survivorſhip.

If all die, to ſink in the Land, and the Term to ceaſe.

be comprized therein, or of and in ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe and be void. And it is hereby agreed, that in ſuch intended Settlement ſhall be contained Proviſoes for impowering and enabling the ſaid Sir *Benjamin Auſtin*, Dame *Anne* his Wife, and *Charles Auſtin*, as and when they ſhall reſpectively come into and be in the Seiſin or Poſſeſſion of the ſaid Manors of *Warnton*, *Abden* and *Mimms*, or any of them, by Virtue of the Limitations aforeſaid, from Time to Time to demiſe, leaſe or grant all or any the Meſſuages, Lands and Tenements, Parcel of the ſaid Manors, or any of them, which now are in Grant by Copy of Court-Roll, or in Leaſe for Life or Lives, or Years determinable upon Life or Lives, to any Perſon or Perſons, for one, two or three Life or Lives, or for any Term of Years determinable on one, two or three Life or Lives in Poſſeſſion or Reverſion, reſerving the uſual and accuſtomed Rents and Services or more, and with other uſual Reſtrictions. And alſo the like Powers for the ſaid *Charles Auſtin* during his Life, and after his Deceaſe for the ſaid *Elizabeth* his intended Wife during her Life, to make the like Leaſes of the ſeven Meſſuages or Tenements in *Keinton*, being now in like manner leaſed out. And alſo a Power for all Parties, when in Poſſeſſion of the Premiſſes or any Part thereof, to leaſe the ſame, for any Term or Number of Years, not exceeding twenty-one Years in Poſſeſſion, at the improved Rent, and with other uſual Reſtrictions. And in ſuch Settlement ſhall be lodged and veſted in Truſtees to be for that Purpoſe named the like Powers of Leaſing for Lives, or Years determinable upon Lives, or for twenty-one Years, in caſe the Iſſue Male or Female of the ſaid *Charles Auſtin*, who ſhall for the Time being be intitled to the Premiſſes or any Part thereof by Virtue of the Limitations aforeſaid, ſhall be under Age at the Time of his Death, during the Minority of ſuch Iſſue Male or Female. And in ſuch intended Settlement ſhall be contained a Proviſo and Agreement to this Effect, That if the ſaid *Charles Auſtin* ſhall within the Space of twelve Calendar Months next after the Deceaſe of the ſaid Sir *Benjamin Auſtin*, or in caſe the ſaid Dame *Anne Auſtin* ſhall him ſurvive, ſecure to the Good-liking of the ſaid Dame *Anne Auſtin* one Annuity or yearly Sum of 400*l.* during the Life of the ſaid Dame *Anne*, to commence from the Death of the ſaid Sir *Benjamin Auſtin*, in lieu of ſuch her Power of Leaſing, and all other her Intereſt in the ſaid three Manors; then and in ſuch Caſe ſuch her Power of Leaſing, and other her Intereſt in the ſame Manors, ſhall ceaſe and be void; and then and from thenceforth the ſaid *Charles Auſtin* ſhall have the like Intereſt and Power of Leaſing for his own Benefit; and alſo all ſuch Profit and Advantage as the ſaid Dame *Anne* ſhall make by Virtue of ſuch her Intereſt and Power, at any Time during the ſaid twelve Months, from the Death of the ſaid Sir *Benjamin Auſtin*. And alſo it is agreed, that in ſuch Settlement ſhall be contained a Liberty or Power for the ſaid Sir *Benjamin Auſtin* at any Time during his Life to cut down ſo much Timber upon *Gunton* Farm aforeſaid, as he ſhall have Occaſion to uſe for Building or Repairs at *Arnton*, but not for Sale or otherwiſe. And alſo it is agreed, that in ſuch Settlement to be made as aforeſaid ſhall be contained a Proviſo or Power for the ſaid *Charles Auſtin*, in caſe he ſhall ſurvive the ſaid *Elizabeth Greg*, to make a Jointure, to any other Woman or Women whom he ſhall hereafter happen to marry, of any Part or Parts of the Premiſſes to be limited to the ſaid *Elizabeth* for her Life as aforeſaid, not exceeding in the whole the yearly Value of 500*l.* And the ſaid Sir *Benjamin Auſtin* for the Conſideration aforeſaid doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Francis Ford* and *George Greg*, their Executors and Adminiſtrators, in manner following; that is to ſay, That he the ſaid Sir *Benjamin Auſtin*, his Heirs, Executors or Adminiſtrators, at his and their own Coſts and Charges, ſhall and will, within the Space of ſix Months next after the Solemnization of the ſaid intended Marriage, cauſe and procure the Life of the ſaid *Elizabeth Greg* to be inſerted in the ſeveral Leaſes of *Hilton* Farm and *Hilton* Folds, being Part of the Eſtate in *Keinton* aforeſaid, herein before intended and agreed to be limited to her as Part of her Jointure; And alſo ſhall and will from Time to Time during his Life renew the Leaſe of *Venn* Mills, upon the Death of any Perſon or Perſons on whoſe Life or Lives the ſame doth or ſhall depend, and leave the ſame full at the Time of his Death. And that the ſaid Freehold and Leaſehold Meſſuages, Farms, Lands, Tenements and Hereditaments herein before intended and

A Leaſing Power to be inſerted, as to Part, to Father, Mother and Son reſpectively.

As to Part, to Huſband and Wife reſpectively.

And another Power to the Perſon in Poſſeſſion to leaſe.

And Power to Truſtees to leaſe, in caſe of Minority of the Heir.

An Agreement that the Mother's Intereſt, &c. in the Premiſſes may be exchanged for another Settlement within twelve Months after her Huſband's Death.

And an Agreement explaining and limiting a Power to the Father to cut down Timber for a particular Uſe.

And a Power to the Son to make Jointure on future Wife.

The Father covenants to get the intended Wife's Life inſerted in Leaſes agreed to be limited to her,

and to renew another Leaſe;

and that the Jointure Lands are of a certain Value.

agreed

agreed to be limited to the Uſe of or in Truſt for the ſaid *Elizabeth Greg*, for her Jointure as aforeſaid, beſides the ſaid yearly Rent or Sum of 120*l.* made payable to her for her Life as aforeſaid, are now of the yearly Rent or Value of 1200*l.* And the ſaid *Charles Auſtin* doth hereby covenant and agree with the ſaid *Francis Ford* and *George Greg*, their Executors and Adminiſtrators, that he the ſaid *Charles Auſtin* ſhall and will, from Time to Time during his Life, at his own Coſts and Charges, renew the ſaid Leaſes of *Hilton* Farm and *Hilton* Folds, on the Death of any Perſon or Perſons on whoſe Life or Lives the ſame doth or ſhall depend, and leave the ſame full at the Time of his Death; And alſo ſhall and will at the End of every ſeven Years at his own Charges renew the ſaid Leaſe of *Railton*, and leave the ſame renewed and filled up at the Time of his Death; after whoſe Death, in caſe the ſaid *Elizabeth* his intended Wife ſhall him ſurvive, the ſame is to be from Time to Time renewed by her at her own Charge during her Life. And it is hereby declared and agreed, that all and every new Leaſes hereafter to be taken of ſuch Parts of the Premiſſes as are Leaſehold, ſhall from Time to Time remain, continue and be, to and for, and upon the ſeveral Truſts herein before declared of and concerning the ſame Premiſſes reſpectively. And for the better and more effectual eſtabliſhing, ſtrengthening and confirming of theſe Preſents, and of the ſeveral Uſes and Eſtates herein before mentioned or intended to be limited, of or concerning the Freehold Premiſſes above, by theſe Preſents agreed to be ſettled and conveyed as aforeſaid, they the ſaid Sir *Benjamin Auſtin*, Dame *Anne* his Wife, and *Charles Auſtin*, have agreed, and do hereby agree to levy one Fine *ſur Conuzance de Droit come ceo*, &c. with Proclamations according to the uſual Courſe of Fines in ſuch Caſes uſed, as of *Trinity* Term laſt paſt before the Date hereof, unto the ſaid *Francis Ford* and *George Greg*, and the Heirs of the ſaid *Francis Ford*; To the Uſe of them and their Heirs, of all the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes (being Freehold) herein before agreed to be ſettled and conveyed as aforeſaid. And whereas by Force and Virtue of one Indenture quinquepartite, bearing Date the eleventh Day of *Auguſt* laſt paſt before the Date hereof, and made or mentioned to be made between *James Janſon*, Eſq; *Kenelm Jackſon*, Eſq; and *Luna* his Wife, and the ſaid Sir *Benjamin Auſtin* and Dame *Anne* his Wife, of the firſt Part, *Matthew Man*, Eſq; and *Nathaniel Denton*, Eſq; of the ſecond Part, *Owen Opton*, Eſq; and *Peter Purton*, Gent. of the third Part, *Daniel Denton*, Eſq; and *Ezra Elton*, Eſq; of the fourth Part, and Sir *Richard Rolt*, Baronet, *Simon Simms*, Eſq; and *Titus Temple*, Eſq; of the fifth Part, and three ſeveral Fines therein mentioned, one Moiety or Half-Part of the Manor or reputed Manor of *Hayne*, with the Rights, Members and Appurtenances thereof, in the ſaid County of *Bucks*, and of all other the Meſſuages, Lands, Tenements and Hereditaments in the ſaid County of *Bucks*, and in the County of *Berks* in the ſame Indenture mentioned, is veſted in the ſaid *Daniel Denton* and *Ezra Elton* and their Heirs, upon Truſt, and to and for ſuch Uſes, Eſtates, Truſts, Intents and Purpoſes, and to and for ſuch Perſon and Perſons, and in ſuch Manner as the ſaid Dame *Anne Auſtin* alone, or together with her Huſband, by any Deed or Deeds, Writing or Writings, to be by her ſigned and ſealed in the Preſence of three or more credible Witneſſes, ſhould from Time to Time declare, direct, limit or appoint, for or concerning the ſame Moiety. And whereas by Virtue of the ſame Indenture, and Fines or otherwiſe, the ſame Moiety, together with the other Moiety of the ſame Premiſſes, are chargeable with and ſubject to the Payment of the ſeveral Sums following, *viz.* 800*l.* to the ſaid *Luna Jackſon*, 60*l.* to the ſaid Dame *Anne Auſtin* (which 60*l.* hath been ſince paid and diſcharged) and 700*l.* to *Jane Jackſon*, therein named, together with one Annuity or Rent-Charge of 30*l.* *per Annum* to *William Wemm* therein alſo named, during his Life. And whereas by Indenture tripartite, bearing Date the twenty-fifth Day of *May* laſt paſt before the Date hereof, and made or mentioned to be made between the ſaid *Daniel Denton* and *Ezra Elton*, and the ſaid Dame *Anne Auſtin*, of the firſt Part, the aforeſaid *Humphry Herne* of the ſecond Part, and the ſaid Sir *Benjamin Auſtin* of the third Part, reciting as therein is recited, and for the Conſiderations therein mentioned, the ſaid Moiety or Half-part of the ſaid Dame *Anne Auſtin*, of and in the ſaid laſt mentioned Manor, Meſſuages, Lands, Tenements and Hereditaments, is granted and demiſed to the ſaid *Humphry Herne*, his Executors, Adminiſtrators and Aſſigns, for

The Huſband alſo covenants to renew Leaſes.

The New Leaſes to be upon the ſame Truſts.

The Father, Mother, and Huſband to levy a Fine to the Truſtees, &c.

Recital of an Indenture and three Fines, by Virtue of which a Moiety of another Manor is ſubject to the Mother's Appointment; liable to ſome Incumbrances.

A Mortgage for Years of that Moiety recited.

the Term of one thouſand Years, without Impeachment of Waſte, under a Proviſo to be void upon Payment to the ſaid *Humphry Herne*, his Executors, Adminiſtrators and Aſſigns, of the Sum of 800*l.* and lawful Intereſt for the ſame, at certain Days therein mentioned and yet to come: Now this Indenture farther witneſſeth, That in conſideration of the ſaid intended Marriage and Marriage-Portion, they the ſaid Sir *Benjamin Auſtin* and Dame *Anne* his Wife do hereby covenant and agree with the ſaid *Francis Ford* and *George Greg*, their Executors and Adminiſtrators, that they the ſaid Sir *Benjamin Auſtin* and Dame *Anne* his Wife, and the ſaid Truſtees of the ſaid Dame *Anne*, ſhall and will before the firſt Day of *September* next enſuing the Date hereof, at the Coſts and Charges of the ſaid Sir *Benjamin Auſtin*, by ſuch good and ſufficient Conveyances and Aſſurances in the Law, as the Counſel of the ſaid *Francis Ford* and *George Greg*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall adviſe or direct, ſettle, convey and aſſure the ſaid laſt mentioned Moiety of the ſaid Manor, Meſſuages, Lands, Tenements and Hereditaments in the ſaid Counties of *Bucks* and *Berks*, ſubject to the ſaid Mortgage for 800*l.* and Intereſt, and other the Charges thereon as aforeſaid, to ſuch Uſes, and under and ſubject to ſuch Proviſoes and Agreements as are hereinafter mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, To the Uſe of the ſaid Sir *Benjamin Auſtin*, for and during the Term of his natural Life, without Impeachment of Waſte; And from and after his Deceaſe, then to the Uſe of the ſaid Dame *Anne Auſtin* his Wife, for and during the Term of her natural Life, without Impeachment of Waſte; And from and after her Deceaſe, then to the Uſe of the ſaid *Charles Auſtin*, for and during the Term of his natural Life, without Impeachment of Waſte, with Proviſion in ſuch Settlement to be contained for ſupporting the contingent Uſes and Eſtates herein after limited as in ſuch Caſe is uſual; And from and after his Deceaſe, then to the Uſe of the firſt Son of the ſaid *Charles Auſtin* on the Body of the ſaid *Elizabeth* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth and fifth, and of all and every other the Son and Sons of the ſaid *Charles Auſtin* on the Body of the ſaid *Elizabeth* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing always to be preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then to the Uſe of Truſtees (to be for that Purpoſe named by the ſaid Dame *Anne*) their Heirs and Aſſigns for ever, in Truſt to convey and diſpoſe of the ſame, and every or any Part thereof, to and for ſuch Uſes, Eſtates, Truſts, Intents and Purpoſes, and to and for ſuch Perſon and Perſons, and in ſuch Manner, as ſhe the ſaid Dame *Anne Auſtin* alone or together with her Huſband, and whether ſhe ſhall be married or ſole, and notwithſtanding her Coverture, by any Deed or Deeds, Writing or Writings, to be by her ſigned and ſealed in the Preſence of three or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will, to be by her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, ſhall from Time to Time declare, direct, limit, expreſs, name, deviſe or appoint, for or concerning the ſame Moiety or Half-Part, or any Part or Parts thereof: And in default of ſuch Declaration, Limitation, Expreſſion, Nomination, Deviſe or Appointment of her the ſaid Dame *Anne Auſtin* concerning the ſame, then in Truſt for the right Heirs of her the ſaid Dame *Anne Auſtin* for ever. In which ſaid intended Settlement of the ſaid laſt mentioned Moiety of the ſaid Manor, Meſſuages, Lands, Tenements and Hereditaments in the ſaid Counties of *Bucks* and *Berks*, ſhall be contained a Proviſo or Power for the ſaid Dame *Anne Auſtin* at any Time or Times during her Life, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, atteſted by three or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will, to be by her ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, to charge the ſame or any Part thereof, or the ſaid

Covenant that the Father and Mother will ſettle that Moiety,

ſubject to the Mortgage and other Charges;

To the Uſe of the Father for Life, *ſans* Waſte; Remainder to the Mother, in like manner; Remainder to the Huſband in like manner; Remainder to the Sons of this Marriage ſucceſſively in Tail Male;

Remainder to Truſtees in Fee, in Truſt to convey as the Mother ſhall appoint:

And in default of Appointment, in Truſt for her right Heirs;

And a Power to her to charge,

Term of one thouſand Years therein (ſubject to the Payment of the ſaid Sum of 800*l.* and Intereſt to the ſaid *Humphry Herne* as aforeſaid) with the Payment of any Sum or Sums of Money not exceeding in the whole the Sum of 2000*l.* to be raiſed, levied and paid at ſuch Time or Times, and in ſuch Manner, and to ſuch Perſon or Perſons, and in ſuch Parts, Shares and Proportions, and for ſuch Uſes and Purpoſes, as the ſaid Dame *Anne Auſtin*, notwithſtanding her Coverture, ſhall by the ſame Writing or Will, or by any other Writing or Writings under her Hand and Seal, and atteſted as aforeſaid, limit, direct, declare or appoint, with or without Power of Revocation. And alſo in ſuch Settlement ſhall be contained a Proviſo or Power for the ſaid Sir *Benjamin Auſtin*, Dame *Anne* his Wife, and *Charles Auſtin*, at any Time or Times hereafter during their Lives, or the Lives or Life of the Survivors or Survivor of them, in order only to a Partition or Diviſion of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of *Bucks* and *Berks*, or any of them, or any Part thereof, to revoke and make void all and every or any the Uſes, Truſts and Eſtates herein before mentioned, expreſſed or declared, of or concerning the ſaid laſt mentioned Moiety of the ſaid Manor and Premiſſes, or ſuch Part thereof concerning which ſuch Partition or Diviſion ſhall be made as aforeſaid; and to limit, declare and appoint ſuch new or other Uſe or Uſes, Eſtate or Eſtates as ſhall be thought requiſite in order to ſuch Partition or Diviſion: So always that the Meſſuages, Lands, Tenements and Hereditaments which ſhall upon ſuch Partition or Diviſion be allotted for and in lieu of the ſame Moiety of the Premiſſes, or any Part thereof, be thereupon ſettled to and for the ſame Uſes, Intents and Purpoſes, and upon the ſame Truſts, and under and ſubject to the ſame Proviſoes and Agreements as are herein before mentioned concerning the ſaid Moiety of the Premiſſes hereby intended and agreed to be ſettled (except the ſaid Power for revoking and declaring new Uſes). And the ſaid *Francis Ford*, in conſideration of the ſaid intended Marriage, and of the Covenants and Agreements herein before contained for making ſuch Settlements as aforeſaid, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid Sir *Benjamin Auſtin*, his Executors and Adminiſtrators, that he the ſaid *Francis Ford*, his Heirs, Executors or Adminiſtrators, ſhall and will, upon the making, finiſhing and perfecting of ſuch Settlements as aforeſaid, well and truly pay, or cauſe to be paid, unto the ſaid Sir *Benjamin Auſtin*, his Executors or Adminiſtrators, the aforeſaid Sum of 10000*l.* in full of the Marriage-Portion of the ſaid *Elizabeth Greg*, and of all ſuch Part, Share and Intereſt, as ſhe the ſaid *Elizabeth Greg* can or may have or claim, by, from or out of the Eſtate of the ſaid *Daniel Greg* her late Father deceaſed, together with lawful Intereſt for the ſaid Sum of 10000*l.* from and after the Solemnization of the ſaid intended Marriage, and till Payment thereof. And laſtly, It is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that whatever Sum or Sums of Money the ſaid *Francis Ford* ſhall at any Time or Times hereafter by the Order or Direction of the ſaid Sir *Benjamin Auſtin* pay or advance, for or towards diſcharging of all or any the Mortgages or Incumbrances upon the ſaid Sir *Benjamin Auſtin*'s Eſtate in the ſaid County of *Bucks*, ſo to be ſettled as aforeſaid, ſhall be accepted and taken as and in part of Payment of the aforeſaid Sum of 10000*l.* In Witneſs, *&c.*

with the Payment of a limited Sum to Perſons and Uſes by her to be appointed;

And a Power to Father, Mother, and Huſband, or Survivor, to revoke Uſes in order to a Partition,

and appoint new Uſes.

And the Lands, *&c.* allotted in lieu of the Moiety, to be ſettled to the above Uſes of the Moiety; Except the Power of Revocation.

The Executor of the Wife's, Father covenants to pay the Portion to the Father of the Huſband.

The Parties agree that Monies paid by the Executor in diſcharge of Incumbrances ſhall be allowed as Part of the Portion.

Articles before Marriage, whereby the intended Huſband and Wife agree that two Bonds (which are her Portion) be and are aſſigned to Truſtees: The Money to be laid out in Lands, to be ſettled (as abſtracted in the Margin) with ſeveral Powers for renewing the Truſts, indemnifying the Truſtees, and making Appointments. N° 4.

THIS Indenture tripartite, made the ſeventeenth Day of *July Anno Domini* 1734, and in the eighth Year of the Reign, *&c.* between *Abel Adams* of *London*, Eſq; of the firſt Part, *Bethia Bell* of, *&c.* Widow, of the ſecond Part, and *Charles Crew* of *London*, Eſq; and *Daniel Dudley* of *London*, Merchant (Brother of the ſaid *Bethia Bell*) of the third Part. Whereas *Edmund Eaton* of *London*, Eſq; became

A Bond to the intended Wife recited;

became bound and obliged unto the ſaid *Bethia Bell*, by the Name of *Bethia Bell*, Widow, and Relict of *Francis Bell* late of, *&c.* Eſq; deceaſed, in one Bond or Obligation bearing Date on or about the thirteenth Day of *April* in the Year of our Lord 1731, of the Penalty of 16000*l.* with Condition there under-written, for making void the ſaid Bond on the ſaid *Edmund Eaton*, his Heirs, Executors or Adminiſtrators paying unto the ſaid *Bethia Bell*, her Executors, Adminiſtrators or Aſſigns, the Principal Sum of 8000*l.* of lawful Money of *Great Britain*, at a Day therein for that Purpoſe limited and appointed, and ſince paſt, with Intereſt for the ſame in the mean time at the Rate of 5*l. per Cent. per Annum*, as by the ſaid recited Bond and Condition there under-written, Relation being thereunto had, may appear.

And that Part is paid.

And whereas 4300*l.* hath been paid in part of the ſaid 8000*l.* ſo that there now remains due to her the ſaid *Bethia Bell* on the ſaid Bond the Principal Sum of 3700*l.* only, and no more, which now carries Intereſt at the Rate of 4*l. per Cent. per Annum* from *Lady-day* now laſt paſt (to which Time all Intereſt for the ſaid 3700*l.* hath been paid) as by ſeveral Receipts and Memorandums under the Hand of the ſaid *Bethia Bell*, indorſed on the Back of the ſaid Bond, doth appear.

Another Bond to her recited,

And whereas *George Gower* of *London* aforeſaid, Merchant, and the ſaid *Daniel Dudley*, ſtand bound and obliged unto the ſaid *Bethia Bell* in one Bond or Obligation bearing Date on or about the third Day of *May* in the Year of our Lord 1733, of the Penalty of 9000*l.* with Condition there under-written for making void the ſame Bond, on the ſaid *George Gower* and *Daniel Dudley*, or either of them, their or either of their Heirs, Executors or Adminiſtrators paying unto the ſaid *Bethia Bell*, her Executors, Adminiſtrators or Aſſigns, of the Principal Sum of 4500*l.* of like Money, on the thirtieth Day of *September* which will be in the Year of our Lord 1736, with Intereſt for the ſame in the mean time, at the Rate of 4*l.* 10*s. per Cent.* as by the ſaid laſt recited Bond and Condition there under-written, Relation being thereunto had, may appear;

payable at a Day yet to come.

And that a Marriage is intended.

And whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Abel Adams* and the ſaid *Bethia Bell*;

And that her Portion conſiſts of the Monies ſo ſecured.

And whereas in Proſpect and Conſideration of the ſaid intended Marriage it hath been agreed by and between the ſaid *Abel Adams* and *Bethia Bell*, that the Portion or Fortune in Money of her the ſaid *Bethia Bell*, which conſiſts of the ſaid two ſeveral Principal Sums of 3700*l.* and 4500*l.* ſo ſecured, and due and owing to her by and upon the ſaid two ſeveral Bonds as aforeſaid (making together the Sum of 8200*l.* Principal Money) and the ſaid recited Bonds for the ſame ſhould, previous to the ſaid intended Marriage, be aſſigned and transferred unto the ſaid *Charles Crew* and *Daniel Dudley*, or one of them, their or one of their Executors, Adminiſtrators and Aſſigns, upon the Truſts, and for the Intents and Purpoſes herein after mentioned, expreſſed and declared, of and concerning the ſame:

And that it is agreed that the Bonds, *&c.* ſhall be aſſigned upon Truſts aftermentioned.

Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage, and in purſuance of the ſaid recited Agreement, and for and in conſideration of the Sum of 10*s.* of like lawful Money, to the ſaid *Bethia Bell* in hand paid by the ſaid *Charles Crew* and *Daniel Dudley*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged,

The Aſſignment of the firſt Bond to two Truſtees, with Privity of the intended Huſband.

ſhe the ſaid *Bethia Bell*, by and with the Privity, Conſent and Approbation of the ſaid *Abel Adams* her intended Huſband (teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Charles Crew* and *Daniel Dudley*, their Executors, Adminiſtrators and Aſſigns, the ſaid recited Bond or Obligation from the ſaid *Edmund Eaton* to the ſaid *Bethia Bell*, and the ſaid Principal Sum of 3700*l.* now thereupon due and owing as aforeſaid, and the Intereſt thereof, from *Lady-day* now laſt paſt, at the Rate of 4*l. per Cent. per Annum*, and all Sum and Sums of Money now due, owing or recoverable upon or by Virtue of the ſame Bond, either for Principal Money or Intereſt, and all the Benefit and Advantage thereof; To have, hold, receive, perceive, take and enjoy the ſaid laſt mentioned Bond or Obligation, and the ſaid Principal Sum of 3700*l.* and Intereſt thereupon due or thereby ſecured, and all other the ſaid herein before aſſigned Premiſſes, and all the Benefit and Advantage thereof, unto and to the Uſe of them the ſaid *Charles Crew* and *Daniel Dudley*, their Executors, Adminiſtrators and Aſſigns, together with full Power, Licence and Authority to aſk, demand, ſue for, recover, receive and give Receipts and Diſcharges for the ſame Principal

Authority to ſue.

Monies and Intereſt, every or any Part thereof; upon the Truſts nevertheleſs, and to and for the Intents and Purpoſes herein after mentioned, expreſſed and declared, of and concerning the ſame. And this Indenture further witneſſeth, That in conſideration of the ſaid intended Marriage, and in further Purſuance of the ſaid Agreement, and for and in conſideration of the further Sum of 10*s.* of like Money, to the ſaid *Bethia Bell* in hand paid by the ſaid *Charles Crew*, at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Bethia Bell*, by and with the like Privity and Conſent, and Approbation of the ſaid *Abel Adams* her intended Huſband (teſtified as aforeſaid) hath bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Charles Crew*, his Executors, Adminiſtrators and Aſſigns, the ſaid recited Bond or Obligation from the ſaid *George Gower* and *Daniel Dudley* to the ſaid *Bethia Bell*, for the ſaid Principal Sum of 4500*l.* and Intereſt for the ſame at the Rate of 4*l.* 10*s.* *per Cent. per Annum* as aforeſaid, and all Sum and Sums of Money due, owing or recoverable upon or by Virtue of the ſame Bond, either for Principal Money or Intereſt, and all the Benefit and Advantage thereof; To have, hold, receive, perceive, take and enjoy the ſaid laſt mentioned Bond or Obligation, and the ſaid Principal Sum of 4500*l.* and Intereſt thereupon due or thereby ſecured, and all other the ſaid laſt herein before aſſigned Premiſſes, and all the Benefit and Advantage thereof, unto the ſaid *Charles Crew*, his Executors, Adminiſtrators and Aſſigns; Together with full Power, Licence and Authority to aſk, demand, ſue for, recover, receive, and give Receipts and Diſcharges for the ſame Principal Monies and Intereſt, every or any Part thereof; upon the Truſts nevertheleſs, and to and for the Intents and Purpoſes herein after mentioned, expreſſed and declared, of and concerning the ſame. And in conſideration of the ſaid intended Marriage, and for making ſome Proviſion and Settlement upon and for the ſaid *Abel Adams* and the ſaid *Bethia* his intended Wife, and the Children and Iſſue between them to be begotten, in manner herein after in that Behalf mentioned, and for other the Purpoſes herein after expreſſed, it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that the ſaid two ſeveral recited Bonds, and the ſaid two ſeveral Principal Sums of 3700*l.* and 4500*l.* (making together the Sum of 8200*l.* Principal Money) and the Intereſt thereof, and other the Premiſſes herein before aſſigned to the ſaid *Charles Crew* and *Daniel Dudley*, their Executors, Adminiſtrators and Aſſigns, and to the ſaid *Charles Crew*, his Executors, Adminiſtrators and Aſſigns reſpectively as aforeſaid, are and were ſo to them reſpectively aſſigned, upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Agreements herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, in Truſt for the ſaid *Bethia Bell*, her Executors and Adminiſtrators, until the Solemnization of the ſaid intended Marriage. And from and after the Solemnization thereof, then as to all the Intereſt now due upon the ſaid recited Bonds, or either of them, in Truſt for the ſaid *Abel Adams* and *Bethia* his intended Wife. And as to the ſaid two ſeveral Principal Sums of 3700*l.* and 4500*l.* due and owing upon, or ſecured by the ſame Bonds reſpectively (making together the ſaid Principal Sum of 8200*l.* as aforeſaid) upon Truſt that they the ſaid *Charles Crew* and *Daniel Dudley* reſpectively, or their reſpective Executors or Adminiſtrators, or ſuch others on whom the Truſts hereby created ſhall or may devolve, by Virtue of theſe Preſents, and the Proviſo herein after in that Behalf contained, ſhall and do, as ſoon as conveniently may be after the Solemnization of the ſaid intended Marriage, receive and take in the ſaid whole Principal Sum of 8200*l.* And ſhall and do with all convenient Speed then afterwards (and as a convenient Purchaſe or Purchaſes ſhall offer) lay out and inveſt the ſame 8200*l.* and every Part thereof (with the Conſent and Approbation of the ſaid *Abel Adams* and *Bethia* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor) in a Purchaſe or Purchaſes of Freehold or Copyhold Meſſuages, Lands or Hereditaments of Inheritance in Poſſeſſion, and free from Incumbrances, in ſome convenient Place or Places within that Part of *Great Britain* called *England*, and thereupon ſettle, convey and aſſure, or cauſe and procure to be ſettled, conveyed and aſſured, all ſuch Meſſuages, Lands or Hereditaments ſo to be purchaſed as aforeſaid, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and

The Aſſignment of the ſecond Bond to one Truſtee, with the like Privity.

Authority to ſue.

Agreement as to the Truſt,

for the Wife till Marriage.

Then the Money to be got in,

and inveſted in a Purchaſe of Freehold or Copyhold of Inheritance in *England*,

To be ſettled.

under and ſubject to the ſeveral Powers, Proviſoes, Limitations and Agreements herein after mentioned, expreſſed and declared, or directed of and concerning the ſame, or as near thereto as may be, and the Nature of the Eſtates ſo to be purchaſed and ſettled, and other Contingencies, will admit of; that is to ſay, To the Uſe and Behoof of the ſaid *Abel Adams* and *Bethia* his intended Wife, and the Survivor of them, for and during the Term of their natural Lives, and the Life of the Survivor or longer Liver of them, without Impeachment of or for any manner of Waſte. And from and after the Determination of that Eſtate, to the Uſe of Truſtees (to be for that Purpoſe named) and their Heirs, during the Lives of the ſaid *Abel Adams* and *Bethia* his intended Wife, and the Life of the Survivor or longer Liver of them, in Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after-mentioned and directed to be limited, from being defeated or deſtroyed; and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require: But nevertheleſs to permit and ſuffer the ſaid *Abel Adams* and *Bethia* his intended Wife, and the Survivor of them, during their natural Lives, and the Life of the Survivor or longer Liver of them, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his, her, and their own Uſe and Benefit. And from and after the Deceaſe of the Survivor of them the ſaid *Abel Adams* and *Bethia* his intended Wife, then to the Uſe and Behoof of all and every, or ſuch one or more of the Children of the ſaid *Abel Adams* on the Body of the ſaid *Bethia* his intended Wife to be begotten, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as they the ſaid *Abel Adams* and *Bethia* his intended Wife ſhall at any Time or Times, during their Joint-Lives, by any Deed or Deeds, or Writing or Writings under both their Hands and Seals, atteſted by two or more credible Witneſſes, direct, limit or appoint. And in default of ſuch Direction, Limitation and Appointment; or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, and as to ſuch Part or Parts of the Premiſſes whereof no ſuch Direction, Limitation or Appointment ſhall be made; then as the Survivor of them the ſaid *Abel Adams* and *Bethia* his intended Wife ſhall at any Time or Times during his or her Life, by any Deed or Deeds, or Writing or Writings under his or her Hand and Seal, atteſted by three or more credible Witneſſes, or by his or her laſt Will and Teſtament in Writing, to be by him or her ſigned, ſealed and publiſhed, in the Preſence of the like Number of Witneſſes, direct, limit, give or appoint the ſame. And in default of all ſuch Direction, Limitation, Gift and Appointment as aforeſaid, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine; and as to ſuch Part or Parts of the Premiſſes whereof no ſuch Direction, Limitation, Gift or Appointment as aforeſaid ſhall be made, to the Uſe and Behoof of all and every the Child and Children of the ſaid *Abel Adams* on the Body of the ſaid *Bethia* his intended Wife to be begotten, to be equally divided between them (if more than one) Share and Share alike, to take as Tenants in Common, and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Child or Children lawfully iſſuing. And in caſe one or more of ſuch Children ſhall happen to die without Iſſue of his, her or their Body or Bodies, then as to the Share or Shares of him, her or them, ſo dying without Iſſue, to the Uſe and Behoof of the Survivors or Survivor, or others or other of them, to be equally divided between them (if more than one) Share and Share alike, to take as Tenants in common, and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors or Survivor, or others or other of them lawfully iſſuing. And in caſe all ſuch Children but one ſhall happen to die without Iſſue of their Bodies, or in caſe there ſhall be but one ſuch Child, then to the Uſe and Behoof of ſuch ſurviving or only Child, and of the Heirs of his or her Body lawfully iſſuing. And for Default of all ſuch Iſſue, then to the Uſe and Behoof of the right Heirs of the Survivor of them the ſaid *Abel Adams* and *Bethia* his intended Wife for ever. In which Settlement or Settlements to be made as aforeſaid, ſhall be inſerted and contained a Proviſo or Power for the ſaid *Abel Adams* from Time to Time during his natural Life, and from and after his Deceaſe for the ſaid *Bethia* his intended Wife (in caſe ſhe ſurvive him) from Time to Time during her natural Life, by Indenture under their reſpective Hands and Seals, to make and grant Leaſes of

to the Uſe of Huſband and Wife, and Survivor for Life, *ſans* Waſte.

Then to Truſtees, to preſerve contingent Uſes.

Remainder to ſuch Children of the Huſband on the Body of the Wife,

as they ſhall appoint.

In default of ſuch Appointment, &c.

then to go as the Survivor ſhall appoint.

In default of ſuch Appointment,

among the Children equally,

as Tenants in common in Tail; with Croſs Remainders.

In default of ſuch Iſſue, to the Survivor of Huſband and Wife.

A Power to make Leaſes to be inſerted;

of the Meſſuages, Lands or Hereditamnnts ſo to be purchaſed and ſettled as aforeſaid, or any Part thereof, unto any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as the moſt and beſt improved yearly Rent or Rents that can reaſonably be had or obtained for the ſame be thereupon reſpectively reſerved and made payable during the Continuance thereof reſpectively, without taking any Sum or Sums of Money or other Thing by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein to be contained; and that all ſuch Leaſes be made under ſuch Reſtrictions and Limitations as in ſuch Caſes are uſual; and that the Leſſee and Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes. Provided always nevertheleſs, and it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Bethia Bell*, at any Time or Times during her natural Life, notwithſtanding her ſaid intended Coverture, and whether ſhe ſhall be ſole or married, by any Deed or Deeds, Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed, in the Preſence of three or more credible Witneſſes, to charge and ſubject either the ſaid 8200*l.* Truſt-Monies and Premiſſes, and the Securities on which the ſame ſhall or may for the Time being be due or owing, or a competent Part thereof, in caſe the ſaid Truſt-Monies be not then laid out and inveſted in ſuch Purchaſe or Purchaſes as aforeſaid; or in caſe the ſame be then ſo laid out and inveſted, then the Meſſuages, Lands or Hereditaments therewith purchaſed, or a competent Part thereof, with and to the Raiſing and Payment thereout of any Sum or Sums of Money, not exceeding in the whole the Sum of 1500*l.* of lawful Money of *Great Britain*, unto or for the Benefit of ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and at ſuch Time or Times, and in ſuch Parts and Proportions, Manner and Form, as ſhe the ſaid *Bethia Bell*, by the ſame Deed or Deeds, or Writing or Writings, or laſt Will and Teſtament, or Writing purporting her laſt Will and Teſtament, or by any other Deed or Deeds or Writing or Writings under her Hand and Seal, atteſted as aforeſaid, ſhall direct, limit, give or appoint the ſame. And for the better and more ſpeedy and effectual ſecuring the Raiſing and Payment thereof accordingly, to limit and appoint the Meſſuages, Lands or Hereditaments purchaſed, or to be purchaſed, with the ſaid Truſt-Monies, or a competent Part thereof (if Occaſion ſhall require, and that ſhe the ſaid *Bethia Bell* ſhall ſo think fit) unto any Truſtee or Truſtees for any Term or Number of Years, redeemable and to be void on Payment of the Monies to be ſo charged, together with legal Intereſt for the ſame, from the Time of ſuch Charge until the ſame Monies ſhall be actually paid accordingly. And it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that in ſuch Settlement or Settlements to be made as aforeſaid ſhall be inſerted and contained a Proviſo or Power to the Effect of the ſaid Proviſo or Power herein before contained, whereby to enable and impower her the ſaid *Bethia Bell* to charge and appoint to be raiſed in manner aforeſaid ſuch Sum or Sums of Money as ſhe is herein before impowered to charge, or ſo much thereof as ſhall not have been charged and paid before the making of ſuch Settlement or Settlements as aforeſaid. And it is hereby farther declared and agreed, by and between all the ſaid Parties to theſe Preſents, that in the mean time and until the ſaid 8200*l.* Truſt-Monies ſhall be laid out and inveſted in ſuch Purchaſe or Purchaſes of Meſſuages, Lands or Hereditaments to be ſettled as aforeſaid, it ſhall and may be lawful to and for the ſaid *Charles Crew* and *Daniel Dudley*, and the Survivor of them, and ſuch others on whom the Truſts hereby created ſhall or may devolve by Virtue of theſe Preſents, from Time to Time, with the Conſent and Approbation of the ſaid *Abel Adams* and *Bethia* his intended Wife, or the Survivor them, or the Executors or Adminiſtrators of ſuch Survivor, to lend and place out the ſame Monies or any Part thereof upon publick or private Security or Securities at Intereſt, or upon any Mortgage or Mortgages, or Depoſits of or upon Stocks in the Bank of *England*, *South-Sea* Company or *Eaſt-India* Company, or of or upon *South-Sea* Annuities, or other Parliamen-

with Reſtrictions: Improved Rent, without Fine; Not to be *ſans* Waſte; and other uſual Reſtrictions. Leſſees to execute Counter parts. A Power to the Wife to charge with a certain Sum. for Perſons and Uſes, by her to be appointed. And to raiſe a Term for the Payment of it. A like Power to be inſerted in the Settlement. In the mean Time the Truſtees, with Conſent of Huſband and Wife, or the Survivor of them, may inveſt the Money in Security;

And may call in,

tary Annuities or Funds; or to lay out and inveſt the ſame Monies or any Part thereof in the Purchaſe of *South-Sea* or *Eaſt-India* Bonds, upon the Truſts aforeſaid, and from Time to Time with ſuch Conſent and Approbation as aforeſaid to call and receive in the Monies ſo to be lent or placed out, or any Part thereof; or

and again place out.

to ſell and diſpoſe of the Bonds ſo to be purchaſed, or any Part thereof, and again to lend and place out or inveſt the Monies ſo to be called or received in, or to ariſe and be received upon ſuch Sale or Sales, or any Part thereof, in Manner and upon the Truſts aforeſaid, as often as there ſhall be Occaſion, and that they the ſame Truſtees ſhall think fit, with ſuch Conſent and Approbation as aforeſaid. And it

In the mean time the Profits to go as thoſe of the Lands would.

is hereby farther declared and agreed, by and between all the ſaid Parties to theſe Preſents, that in the mean time from and after the Solemnization of the ſaid intended Marriage, and until the ſaid 8200*l.* Truſt-Money ſhall be laid out in a Purchaſe or Purchaſes of Meſſuages, Lands or Hereditaments, to be ſettled as aforeſaid, all the clear yearly Intereſt and Produce that ſhall be made of the ſame ſhall from Time to Time be paid to and received by ſuch Perſon or Perſons, as and to whom the Rents and Profits of the Meſſuages, Lands or Hereditaments therewith to be purchaſed as aforeſaid (if purchaſed and ſettled) would for the Time being belong, by

The Purchaſes to be binding,

Virtue of the Limitations above-mentioned and directed. And farther, that all and every ſuch Purchaſe or Purchaſes as ſhall be made with the ſaid Truſt-Monies or any Part thereof by the Truſtees for the Time being, for the ſame Monies and Premiſſes of any ſuch Meſſuages, Lands or Hereditaments to be ſettled as aforeſaid, ſhall be binding and concluſive to the ſaid *Abel Adams* and *Bethia* his intended Wife, and their Children and Iſſue, and all other their Repreſentatives, to all Intents and Purpoſes, without the Direction of, or any Application to any Court or Courts of

without Direction of any Court of Equity.

Equity in that Behalf, ſo as ſuch Purchaſe or Purchaſes be made with ſuch Conſent and Approbation as aforeſaid. And farther, that the ſaid Truſtees for the Time being, for the ſaid Truſts, Monies and Premiſſes, or any of them, their or any

Truſtees, chargeable only each for his own Receipts; and only for wilful Loſs.

of their Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for any more Monies than they reſpectively ſhall actually receive or ſhall come to their reſpective Hands by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſaid Truſts, Monies, or any Part thereof, ſo as the ſame happen without their wilful Default; nor any one of them for the other or others of them, or for the Acts, Deeds, Receipts, Diſburſements, Executors or Adminiſtrators of the other or others of them, but each of them only for his own

Truſtees may deduct Expences.

Acts, Deeds, Receipts, Diſburſements, Executors and Adminiſtrators. And alſo that it ſhall and may be lawful to and for the ſaid Truſtees for the Time being, for the ſaid Truſts, Monies and Premiſſes, and each and every of them, their, and each and every of their Executors and Adminiſtrators, in the firſt place, by and out of the ſaid Truſt-Monies and Premiſſes, to deduct and reimburſe him and themſelves reſpectively all ſuch Loſs, Coſts, Charges and Expences, as he, they, or any of them, ſhall or may reſpectively ſuſtain, expend or be put unto, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. Provided farther, and it is hereby

In caſe of Death of Truſtees, &c.

declared and agreed, by and between all the ſaid Parties to theſe Preſents, that in caſe both or either of them the ſaid *Charles Crew* and *Daniel Dudley* ſhall happen to die, or be minded and deſirous to quit and be diſcharged of and from the Truſts hereby in them repoſed as aforeſaid, at any Time or Times before the ſame Truſts

Huſband and Wife, and Survivor, &c.

may appoint others.

ſhall be fully executed and performed, or otherwiſe determined, Then and in ſuch Caſe, and when and ſo ſoon as the ſame ſhall happen, it ſhall and may be lawful to and for them the ſaid *Abel Adams* and *Bethia* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, to elect, nominate and appoint ſome other fit and proper Perſon or Perſons to be Truſtee or Truſtees for the Purpoſes aforeſaid, in the Places and Steads, or Place and Stead of them

The like if Truſtee deſires to be diſcharged; and ſo *toties quoties.*

the ſaid *Charles Crew* and *Daniel Dudley*, or ſuch of them who ſhall ſo happen to die, or be minded and deſirous to quit and be diſcharged of and from the aforeſaid Truſts; And ſo from Time to Time, when and ſo often as during the Subſiſtence of the aforeſaid Truſts, or any of them, the like Caſe ſhall happen. And

Aſſignment, &c. to be made to new Truſtee along with the former,

it is hereby farther agreed, that when and ſo ſoon as any Perſon or Perſons ſhall be elected and nominated, or appointed to be a Truſtee or Truſtees for the Purpoſes aforeſaid, all and every the ſaid Truſt-Monies and Premiſſes (or ſo much

thereof as ſhall not have been laid out and inveſted in the Purchaſe or Purchaſes of ſuch Meſſuages, Lands or Hereditaments as aforeſaid, and the Securities for the ſame, or the Stocks or Funds on which the ſame ſhall be then lent) ſhall with all convenient Speed be aſſigned and transferred ſo and in ſuch manner as that the ſame ſhall become legally and effectually veſted in the Joint-Names of the ſurviving or continuing Truſtee, if any ſuch there be, and of ſuch Perſon as ſhall be elected, nominated and appointed to be a Truſtee as aforeſaid; or in caſe there be no ſuch ſurviving or continuing Truſtee, then in the Joint-Names of ſuch Perſons as ſhall be elected, nominated and appointed to be Truſtees as aforeſaid; but nevertheleſs, upon and ſubject to the Truſts before-mentioned, or ſuch of them as ſhall be then ſubſiſting; which Perſon or Perſons ſo to be elected, nominated or appointed to be Truſtee or Truſtees as aforeſaid, ſhall and may from thenceforth act in the Management, Carrying-on and Execution of the aforeſaid Truſts, or ſuch of them as ſhall be then ſubſiſting, as fully and effectually in all Reſpects, and to all Intents and Purpoſes, and with the like Indemnification as he or they might have done, in caſe he or they had been originally in and by theſe Preſents nominated and appointed a Truſtee or Truſtees for the Purpoſes aforeſaid, any Thing herein before contained to the contrary notwithſtanding. In witneſs, *&c.*

or to new Truſtees, if none ſurviving of the former; with like Powers and Indemnification.

Articles previous to the Marriage of a Captain in the East-India *Service with a Citizen's Daughter, containing many Diſpoſitions as to the Wife's Portion and Huſband's Eſtate. See the Margin.* N° 5.

THIS Indenture tripartite, made the nineteenth Day of *April*, *Anno Domini* 1721, and in the ſeventh Year of the Reign, *&c.* between Captain *Abraham Allen*, of *Barking*, Mariner, Commander of the Ship *Catherine*, of the firſt Part, *Daniel Dorrell* of *London*, Gent. and *Emma Dorrell* of *London*, Spinſter, Daughter of the ſaid *Daniel Dorrell*, of the ſecond Part, and *Francis Fane* of *London*, Merchant, of the third Part. Whereas a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemnized between the ſaid *Abraham Allen* and *Emma Dorrell*, with whom the ſaid *Daniel Dorrell* is to give a Portion of 2000 *l.* of lawful Money of *Great Britain*, to be paid and diſpoſed of, in ſuch Manner and for ſuch Purpoſes as are herein after mentioned and declared, of and concerning the ſame; And whereas ſoon after the Solemnization of the ſaid intended Marriage the ſaid *Abraham Allen* intends to make a Trading Voyage to the *Eaſt-Indies*; And whereas for the better enabling him the ſaid *Abraham Allen* to inlarge his Adventure deſigned to be carried out in his ſaid intended Voyage, it hath been agreed between him and the ſaid *Daniel Dorrell*, that he the ſaid *Abraham Allen* ſhall have and take with him as an Adventure the Sum of 1000 *l.* Part of the ſaid Marriage-Portion, ſo as before he undertake ſuch Voyage he inſure the whole of the ſaid 1000 *l.* from and againſt all Loſs and Caſualties that ſhall or may happen or befal the ſame by Sea or Land before the ſaid Ship's Return back into the River of *Thames*, to the end that the ſame 1000 *l.* may upon his Return to *England*, together with the other 1000 *l.* (Reſidue of the ſaid Marriage-Portion) be laid out and diſpoſed of in ſuch Manner and for ſuch Purpoſes as are herein after mentioned and declared, of and concerning the ſame: Now this Indenture witneſſeth, That for and in conſideration of the ſaid intended Marriage, and of the Covenants and Agreements herein after contained, on the Part and Behalf of the ſaid *Abraham Allen*, his Executors and Adminiſtrators, to be done and performed, he the ſaid *Daniel Dorrell* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Abraham Allen* and *Francis Fane*, their Executors and Adminiſtrators, that he the ſaid *Daniel Dorrell*, his Executors or Adminiſtrators, ſhall and will, upon or before the Solemnization of the ſaid intended Marriage, pay the Sum of 2000 *l.* of lawful Money of *Great-Britain* in *Eaſt-India* Bonds, as and for and in full of the Marriage-Portion of the ſaid *Emma Dorrell* his Daughter, in manner following; that is to ſay, 1000 *l.* Part thereof, unto the ſaid *Abraham Allen*, for the Purpoſes herein before in that Behalf mentioned; and 1000 *l.* Reſidue thereof, unto the ſaid *Francis Fane*, his Executors or Adminiſtrators, to be applied and diſpoſed of for the Uſes and Purpoſes herein after mentioned and declared of and concerning the ſame. In conſideration whereof,

Recital of the intended Marriage and Portion;

And that the Huſband is ſoon to go to the *Eaſt-Indies*;

And that it is agreed to take with him as an Adventure Half the Portion, inſuring the ſame.

The Father covenants with the Huſband and a Truſtee to pay the Portion in East-India Bonds;

Half to the Huſband,

Half to the Truſtee.

The Husband covenants to insure the Moiety,

and of the said intended Marriage, he the said *Abraham Allen* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *Daniel Dorrell* and *Francis Fane*, their Executors and Administrators, in manner following; that is to say, That he the said *Abraham Allen* shall and will, before he undertake his said intended Voyage, and to the Good-liking and Satisfaction of the said *Daniel Dorrell* and *Francis Fane*, or the Survivor of them, or the Executors or Administrators of such Survivor, insure, or cause to be insured, such Sum or Sums of Money as will be sufficient effectually to secure, clear of all Deductions, the said whole Sum of 1000 *l.* so to be to him paid as aforesaid, from and against all Loss and Casualties that shall or may happen to or befal the same during the Voyage by Sea or Land, before the said Ship *Catherine* return back into the River of *Thames*; and shall thereupon lodge and deposit the Policy or Policies of Insurance for the same in the Hands and Custody of the said *Daniel Dorrell* and *Francis Fane*, or one of them. And also that he the said *Abraham Allen* forthwith, or so soon as conveniently may be after his first Return to *England* from his said intended Voyage, or in case of his Death before such Return, then his Executors or Administrators, within one Year next after such his Decease, shall and will pay, or cause to be paid unto them the said *Daniel Dorrell* and *Francis Fane*, or the Survivor of them, or the Executors or Administrators of such Survivor, the said last mentioned Sum of 1000 *l.* to be by them or the Survivor of them, or the Executors or Administrators of such Survivor, together with the said other Sum of 1000 *l.* (Residue of the said Marriage-Portion of 2000 *l.*) laid out, applied and disposed of in such Manner, and for such Uses and Purposes, as are herein after in that Behalf mentioned and declared. And it is hereby declared and agreed, by and between all the said Parties to these Presents, that as soon as conveniently may be, after the said whole Sum of 2000 *l.* shall be paid to and received by the said *Daniel Dorrell* and *Francis Fane*, or the Survivor of them, or the Executors or Administrators of such Survivor as aforesaid, the same shall be by them the said Trustees, *Daniel Dorrell* and *Francis Fane*, or the Survivor of them, or the Executors or Administrators of such Survivor (with the Good-liking and Approbation of the said *Abraham Allen*) laid out and disposed of in the Purchase of Freehold Messuages, Lands, Tenements or Hereditaments of an Estate of Inheritance in Fee-Simple in Possession, or for some long Term or Terms of Years, or for Lives, or Years determinable on Lives, or in the Purchase of Stock in the Bank of *England*, *East-India* Company, *South-Sea* Company, or other Publick Stock or Fund; which said Freehold or Leasehold Messuages, Lands, Tenements, Hereditaments, or Stock so to be purchased as aforesaid, shall (when purchased) be forthwith settled, conveyed, assigned and assured to the Use of or in Trust for them the said *Abraham Allen* and *Emma* his intended Wife, and the Survivor of them, and the Heirs, Executors, Administrators and Assigns respectively of such Survivor. And it is hereby farther declared and agreed, by and between all the said Parties to these Presents, that all the Interest, Proceed and Improvement that shall arise or be made of the said Sum of 1000 *l.* to be paid by the said *Daniel Dorrell* to the said *Francis Fane* in *East-India* Bonds as aforesaid, shall from and after the Solemnization of the said intended Marriage, and until the Return of the said *Abraham Allen* from his said intended Voyage into *England*, or his Death, which shall first happen, be paid to and received by the said *Emma Dorrell* his intended Wife, for and towards her Maintenance and Subsistence; and her Receipt shall from Time to Time, notwithstanding her Coverture, be a sufficient Discharge to the said Trustees for the same. And it is hereby farther declared and agreed, by and between all the said Parties to these Presents, That from and after the Return of the said *Abraham Allen* from his said intended Voyage into *England*, or in case of his Death before such Return, which shall first happen, the whole Interest, Proceed and Improvement from thenceforth to arise or be made of the said whole Sum of 2000 *l.* until the same shall be laid out in such Purchase or Purchases in Land or Stock as aforesaid, shall be paid to and received by the said *Abraham Allen* and *Emma* his intended Wife, and the Survivor of them, and the Executors or Administrators of such Survivor. Provided always, and it is hereby farther declared and agreed, by and between all the said Parties to these Presents, that in case the said *Abraham Allen* or the said *Emma* his intended Wife shall happen to depart this Life before

and deposit the Policies with the Father or Trustee. And for Repayment of the Money upon his Return or Death,

to be (with the other Moiety)

invested by the Trustees in the Purchase of Freehold, Leasehold or Stock;

to be settled, &c. in Trust for Husband and Wife, and the Survivor.

The Interest of a Moiety during the Husband's Absence to be paid to the Wife for her Support.

After his Return, the Interest of that whole Moiety to be paid to Husband and Wife, and the Survivor.

If either die before the Money is laid out, it shall be paid to the Survivor.

before the ſaid whole Sum of 2000 *l.* ſhall be laid out in ſuch Purchaſe or Purchaſes as aforeſaid, then the ſame or ſo much thereof as ſhall not be then laid out, ſhall not be laid out, but ſhall be paid to the Survivor of them the ſaid *Abraham Allen* and *Emma* his intended Wife, his or her Executors or Adminiſtrators. And it is hereby further declared and agreed, by and between all the ſaid Parties to theſe Preſents, that in the mean time, and until the ſaid two ſeveral Sums of 1000 *l.* and 1000 *l.* ſhall be laid out in ſuch Purchaſe or Purchaſes in Land or Stock as aforeſaid, it ſhall and may be lawful to and for the ſaid *Daniel Dorrell* and *Francis Fane*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, with the Conſent and Approbation of the ſaid *Abraham Allen* teſtified in Writing under his Hand, in caſe he be then in *England*, and in caſe of his Abſence then without his Conſent, to lend and place out the ſaid Sum of 1000 *l.* covenanted to be paid to the ſaid *Francis Fane* in *Eaſt-India* Bonds as aforeſaid, in caſe the ſame ſhall be paid in; and after the Return of the ſaid *Abraham Allen* from his ſaid intended Voyage, or Death, which ſhall firſt happen, and Payment of the ſaid 1000 *l.* (ſo to be inſured as aforeſaid) to the ſaid Truſtees, then to lend and place out the ſaid whole Sum of 2000 *l.* or ſuch Part or Parts thereof as ſhall from Time to Time be paid in or come to their Hands, upon any publick or private Security or Securities, at Intereſt, or to inveſt the ſame, or any Part thereof, in any Publick Stocks or Funds, ſubject to the Truſts aforeſaid, and with ſuch Approbation teſtified as aforeſaid; and ſo from Time to Time to call in ſuch Monies ſo lent or placed out on Securities as aforeſaid, or ſell and diſpoſe of ſuch Stock or any Part thereof as often as they ſhall think fit, with ſuch Approbation of the ſaid *Abraham Allen* as aforeſaid, or without it in caſe of his Abſence, and ſubject to the Truſts before-mentioned. And it is hereby further declared and agreed, by and between all the ſaid Parties to theſe Preſents, that the ſaid *Daniel Dorrell* and *Francis Fane*, their Executors or Adminiſtrators, or any of them, ſhall not be charged or chargeable with, or accountable for more Monies than they reſpectively ſhall actually receive, or hath or ſhall from Time to Time come to their reſpective Hands, by Virtue or in Purſuance of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſaid Sum of 2000 *l.* or any Part thereof, ſo as the ſame happen without their wilful Default; nor the one of them for the other of them, or for the Acts, Deeds, Receipts or Diſburſements the one of the other, but each of them only for his own Acts, Deeds, Receipts and Diſburſements. And alſo that it ſhall and may be lawful to and for the ſaid *Daniel Dorrell* and *Francis Fane*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, in the firſt place, by and out of the Premiſſes to deduct and reimburſe themſelves all ſuch Loſs, Coſts, Charges, Damages and Expences, as they or any of them ſhall be put unto or ſuſtain, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. And the ſaid *Abraham Allen*, in conſideration of the ſaid intended Marriage and Marriage-Portion, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe, grant and agree, to and with the ſaid *Daniel Dorrell* and *Francis Fane*, their Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhall take effect, and that he the ſaid *Abraham Allen* ſhall happen to die in the Life-time of her the ſaid *Emma* his intended Wife, then he the ſaid *Abraham Allen* ſhall and will, by his Laſt Will and Teſtament, or otherwiſe, at the Time of his Deceaſe, give or leave unto her the ſaid *Emma* his intended Wife, her Heirs, Executors and Adminiſtrators reſpectively, to and for their own reſpective Uſe and Benefit, all ſuch Lands, Tenements, Monies, Goods, Chattels, and other Real and Perſonal Eſtate, as he the ſaid *Abraham Allen*, or any Perſon or Perſons in Truſt for him, ſhall be ſeiſed or poſſeſſed of, or any ways intitled to, at ſuch the Time of his Deceaſe (over and above ſo much thereof as will be ſufficient to pay and ſatisfy all ſuch juſt Debts as he ſhall then juſtly owe, and his Funeral Charges and Expences) any Thing herein contained to the contrary notwithſtanding. Provided always nevertheleſs, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in caſe the ſaid *Abraham Allen* ſhall at any Time hereafter during his natural Life, with the Advice and Approbation of the Counſel learned in the Law of the ſaid *Daniel*

Till Purchaſe made, the Money may be placed out upon Securities, with Approbation, &c.

Truſtees not to be chargeable for Loſs, &c.

nor one for the other.

They may deduct their Charges.

The Huſband covenants (if his Wife ſurvives him) to leave her his whole Eſtate.

Provided, that if he ſettles Lands of Inheritance of a certain Value

Dorrell and *Francis Fane*, or the Survivor of them, or the Executors or Administrators of such Survivor, settle, convey and assure Freehold Lands, substantial Tenements or Hereditaments of an Estate of Inheritance in Fee-simple in Possession, in some convenient Place or Places within that Part of *Great Britain* called *England*, of a good Title, and free from Incumbrances, of the yearly Value of 500 *l.* over and above all Charges, Reprizes and other Deductions whatsoever (Parliamentary Taxes only excepted) to the Use of them the said *Abraham Allen* and *Emma* his intended Wife for their natural Lives, and the Life of the longer Liver of them; And after the Deceases of them the said *Abraham Allen* and *Emma* his intended Wife, and the Decease of the Survivor of them, then to the Use and Behoof of the Heirs of the Body of the said *Emma Dorrell* by the said *Abraham Allen* her intended Husband to be begotten; And in default of such Issue, to the Use of such Person or Persons, and for such Estate and Estates, and in such Manner and Form as he the said *Abraham Allen* shall by Deed or Will give, direct or appoint the same, or any Part thereof; And for Default of such Gift, Direction or Appointment, then to the Use of the right Heirs of the said *Abraham Allen* for ever. With a Proviso or Power in such Settlement to be contained, for the said *Abraham Allen* at any Time during his Life, by any Writing or Writings under his Hand and Seal, attested by two or more credible Witnesses, or by his Last Will and Testament in Writing to be by him signed, sealed and published in the Presence of three or more credible Witnesses, to charge the same Lands, Tenements or Hereditaments of 500 *l. per Annum* so to be settled as aforesaid, or any of them, or any Part thereof (without Prejudice nevertheless to the Estate for Life of the said *Emma Dorrell* therein) with the Payment of any Sum or Sums of Money not exceeding in the whole the Sum of 2000 *l.* of lawful Money of *Great Britain*, for the Portion or Portions of all and every or any of the Child or Children of the Body of the said *Abraham Allen* on the Body of the said *Emma* his intended Wife to be begotten (other than their eldest or only Son for the Time being); and likewise with the Payment of any yearly Sum or Sums of Money for the Maintenance and Education of the same Child or Children, not exceeding the Interest of the said 2000 *l.* at the Rate of 5 *l. per Cent. per Annum*; the said Portion or Portions and Maintenances of such Child or Children to be raised, levied and paid at such Time or Times, and in such Parts and Proportions, Manner and Form, as he the said *Abraham Allen* shall by such his Writing or Writings, or Last Will and Testament, attested as aforesaid, limit, direct, declare or appoint, with or without Power of Revocation; Then and in such Case, and not otherwise, the said Sum of 2000 *l.* Marriage-Portion of the said *Emma Dorrell*, and the Freehold or Leasehold Messuages, Lands, Tenements or Hereditaments, or Stock therewith to be purchased as aforesaid, shall from thenceforth be, go and remain unto and for the sole and only proper Use and Behoof of him the said *Abraham Allen*, his Heirs, Executors and Administrators respectively; And then also and in such Case, and not otherwise, the said *Abraham Allen*, his Heirs, Executors and Administrators, and every of them, shall be from thenceforth for ever freed and discharged of and from his aforesaid Covenant and Agreement, for giving or leaving to her the said *Emma* his intended Wife at his Death any further or other Estate than such Lands or Hereditaments of 500 *l. per Annum* to be settled as aforesaid, any Thing herein contained to the contrary thereof in any wise notwithstanding. Provided also, and it is hereby further declared and agreed, by and between all the said Parties hereunto, and it is the true Intent and Meaning of them and of these Presents, That in case the said *Abraham Allen* shall happen to survive and over-live the said *Emma* his intended Wife, and shall afterwards marry again, and there be then Issue living of this present Marriage; Then and in such Case one Moiety or Half-Part of all such Lands, Tenements, Monies, Goods, Chattels, and Real and Personal Estate whatsoever, as the said *Abraham Allen* shall be seised or possessed of or intitled to at the Time of such his second Marriage, shall immediately thereupon, to the Good-liking and Satisfaction of them the said *Daniel Dorrell* and *Francis Fane*, or the Survivor of them, or the Executors or Administrators of such Survivor, be settled, conveyed and assured, to and for the Use and Benefit of, or in Trust for all and every the Child and Children of the said *Emma Dorrell* by the said *Abraham Allen* her intended Husband to be begotten which shall be living at the Time of such second Marriage of him the said *Abraham Allen* as aforesaid,

to the Use of himself and Wife, and Survivor for Life, Remainder to the Heirs of her Body by him, &c.

with a Power for him to charge with a certain Sum (without Prejudice to her Estate for Life)

for Portions for their younger Children,

and Maintenance and Education,

with or without Power of Revocation; Then the Marriage-Portion, or Purchase made therewith, to belong to the Husband, and he shall not be obliged to leave her all his Estate.

If the Husband survives her and marries again, and there be Issue of the present Marriage, a Moiety of his Estate at the Time of the second Marriage shall be settled for the said Children.

aforeſaid, and the Survivors and Survivor of ſuch Children, his, her and their Heirs, Executors and Adminiſtrators for ever, any Thing herein contained to the contrary notwithſtanding. Provided alſo, and it is hereby farther declared and agreed, by and between all the ſaid Parties hereunto, and it is the true Intent and Meaning of them and of theſe Preſents, That in caſe the ſaid *Emma Dorrell* ſhall happen to ſurvive and overlive the ſaid *Abraham Allen* her intended Huſband, and ſhall afterwards marry again, and there be then Iſſue living of this preſent Marriage; then and in ſuch Caſe ſuch Parts and Shares as are herein aftermentioned, of all and every the Lands, Tenements, Monies, Goods, Chattels, and real and perſonal Eſtate whatſoever, which ſhe the ſaid *Emma Dorrell* ſhall be then intitled to or intereſted in by Virtue of theſe Preſents, or the Covenants and Agreements aforeſaid, ſhall to the Good-liking and Satisfaction of them the ſaid *Daniel Dorrell* and *Francis Fane*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, be ſettled, conveyed and aſſured to, or in Truſt for all and every the Child and Children of the ſaid *Emma Dorrell* by the ſaid *Abraham Allen* her Huſband to be begotten, which ſhall be living at the Time of ſuch ſecond Marriage of her the ſaid *Emma Dorrell* as aforeſaid, in the Proportions following (that is to ſay); If but one ſuch Child, then one full Third-part thereof only to ſuch only Child; and if two or more ſuch Children, then one full Moiety or Half-part thereof to and amongſt ſuch two or more Children, and the Survivors and Survivor of them, his, her and their Heirs, Executors and Adminiſtrators for ever, any Thing herein contained to the contrary notwithſtanding. And laſtly, it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that the ſaid Sum of 2000*l.* herein before covenanted to be paid by the ſaid *Daniel Dorrell*, as and for the Marriage-Portion of the ſaid *Emma* his Daughter, is in full Diſcharge and Satisfaction of and for all and every Money-Legacies given or bequeathed to or for the Benefit of her the ſaid *Emma Dorrell*, in and by the laſt Will and Teſtament of *Emma Dorrell* her late Grandmother deceaſed, or which ſhe can or may have or claim, by Virtue of or under the ſaid Will. In witneſs, *&c.*

If ſhe ſurvives and marries again, and there be ſuch Children,

then Part of the ſettled Eſtate is to go to them, in proportion to their Number.

The Portion to be in lieu of all her Demands for Legacies by her Grandmother's Will.

Articles before Marriage, in which the Huſband covenants to ſettle Manors, &c. of Inheritance of a conſiderable Value, and to make a Jointure; and for Payment of the Jointure, and yearly Value of the Rent, in caſe of his Death before Settlement made. And the Lady's Father covenants to pay farther Sums upon Contingencies. N° 6.

THIS Indenture tripartite, made the eleventh Day of *September Anno Domini* 1721, and in the eighth Year of the Reign of our Sovereign Lord *George*, by the Grace of God, King of *Great Britain*, &c. between *Adam Alcock* of, *&c.* Eſq; of the firſt Part, *Bazil Bolt* of, *&c.* Eſq; and *Charles Creech* of, *&c.* Eſq; of the ſecond Part, and *Charles Cofield* of, *&c.* Eſq; and *Hannah Cofield*, Daughter of the ſaid *Charles Cofield*, of the third Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Adam Alcock* and the ſaid *Hannah Cofield*; Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage, and of the Sum of 10000*l.* of lawful Money of *Great Britain*, to be paid to the ſaid *Adam Alcock* by the ſaid *Charles Cofield* upon or before the Solemnization of the ſaid intended Marriage, and of the farther Sums of 3000*l.* and 3000*l.* of like Money, herein after covenanted to be paid to the ſaid *Adam Alcock* by the ſaid *Charles Cofield* at the Times herein after in that Behalf mentioned (being in full for the Marriage-Portion of the ſaid *Hannah Cofield*) he the ſaid *Adam Alcock* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Charles Cofield* and *Bazil Bolt*, their Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhall take effect, he the ſaid *Adam Alcock*, his Heirs, Executors or Adminiſtrators, ſhall and will, within the Space of two Years next enſuing the Date hereof, at his or their own proper Coſts and Charges, by ſuch good and ſufficient Conveyances and Aſſurances in the Law as the Counſel of the ſaid *Charles Cofield*, his Executors or Adminiſtrators ſhall adviſe or direct, ſettle, convey and aſſure Manors, Meſſuages, Lands, Tenements or Hereditaments

The intended Marriage recited.

The Conſideration.

The Huſband covenants

to ſettle Manors, *&c.* in Fee,

of an Eſtate of Inheritance in Fee-ſimple in Poſſeſſion, in ſome convenient Place or Places within that Part of *Great Britain* called *England*, free from Incumbrances, of the clear yearly Value of 2500 *l.* over and above all Reprizes (Parliamentary Taxes only excepted) to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared, of and concerning the ſame, or as near as may be, ſo far as Deaths of Parties and other Contingencies will admit, (that is to ſay) To the Uſe and Behoof of the ſaid *Adam Alcock*, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; And from and after the Determination of that Eſtate, then to the Uſe of Truſtees (to be for that Purpoſe named) and their Heirs, during the Life of the ſaid *Adam Alcock*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited or mentioned from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Adam Alcock* and his Aſſigns, during his natural Life, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; And from and after the Deceaſe of the ſaid *Adam Alcock*, then to the Uſe, Intent and Purpoſe that the ſaid *Hannah Coſield* his intended Wife ſhall and may Yearly and every Year, during the Term of her natural Life, by and out of the ſaid Manors, Meſſuages, Lands, Tenements or Hereditaments ſo to be ſettled as aforeſaid, have, receive and take, to and for her own Uſe and Benefit, one Annuity, yearly Rent or Sum of 1000 *l.* of lawful Money of *Great Britain*, with proper Remedies for the ſame by Diſtreſs, Entry and Security by Term of Years to Truſtees, to be for that Purpoſe named by the ſaid *Charles Coſield*, his Executors or Adminiſtrators; the ſame Annuity or yearly Rent to be for the Jointure of her the ſaid *Hannah Coſield*, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, and to be paid and payable at the four moſt uſual Feaſts or Days of Payment in the Year (that is to ſay) the Feaſts of the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, the Birth of our Lord Chriſt, and the Annunciation of the bleſſed Virgin *Mary*, by even and equal Portions; the firſt Payment thereof to begin and to be made at ſuch of the ſaid Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the ſaid *Adam Alcock*; which ſaid Annuity, yearly Rent or Sum of 1000 *l.* is to be from Time to Time ſubject and liable to the Payment of a rateable and proportionable Part and Share of all ſuch Taxes as ſhall from Time to Time be laid or impoſed by Parliament upon the Premiſſes ſo to be ſettled as aforeſaid, and without any other Deduction, Defalcation or Abatement for or in reſpect of any other Matter or Thing whatſoever; and from and after the Deceaſe of the ſaid *Adam Alcock*, then as to, for and concerning all and ſingular the Manors, Meſſuages, Lands or Hereditaments ſo to be ſettled as aforeſaid (charged and chargeable with the ſaid Annuity, yearly Rent or Sum of 1000 *l.* and ſuch Remedies and Security for the ſame as aforeſaid) to the Uſes and upon the Truſts following; that is to ſay, To the Uſe of the firſt Son of the Body of the ſaid *Adam Alcock* on the Body of the ſaid *Hannah* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons of the Body of the ſaid *Adam Alcock* on the Body of the ſaid *Hannah* his intended Wife to be begotten, ſeverally, ſucceſſively and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of Truſtees (to be for that Purpoſe named by the ſaid *Charles Coſield*, his Executors or Adminiſtrators) their Executors, Adminiſtrators and Aſſigns, for the Term of five hundred Years, without Impeachment of Waſte, upon ſuch Truſts as are herein after mentioned concerning the ſame Term; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of five hundred Years, then to the Uſe and Behoof of the ſaid *Adam Alcock*, and of his Heirs and Aſſigns for ever. And as to, for and concerning

of a certain yearly Value,

To the Uſe of himſelf for Life, *ſans* Waſte; Remainder to Truſtees, to ſupport contingent Uſes;

Remainder to the Uſe that the Wife may have a certain yearly Rent (and Security by Term of Years to Truſtees) for her Jointure in Bar of Dower,

ſubject to Parliamentary Taxes only,

Remainder to the firſt and other Sons of the Marriage ſeverally and ſucceſſively in Tail Male;

Remainder to Truſtees for a long Term of Years, *ſans* Waſte;

Remainder to the Huſband in Fee.

cerning the ſaid Term of five hundred Years, it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that the ſame is to be limited to ſuch Truſtees, their Executors, Adminiſtrators and Aſſigns as aforeſaid, upon the Truſts following; that is to ſay, That in caſe there ſhall be no Iſſue Male of the Bodies of the ſaid *Adam Alcock* and *Hannah* his intended Wife between them begotten, or being ſuch, all of them ſhall happen to die without Iſſue Male of their Bodies coming, and at the Time of the Failure of ſuch Iſſue Male, or at any Time after, there ſhall happen to be one or more Daughter or Daughters of the ſaid *Adam Alcock* by the ſaid *Hannah* his intended Wife, then upon Truſt that the ſame Truſtees, their Executors, Adminiſtrators or Aſſigns, ſhall and do, by Leaſing, Selling or Mortgaging the Premiſſes, in the ſame Term to be comprized, or a competent Part thereof, or by ſuch other Ways or Means as they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy, or borrow and take up at Intereſt ſuch Sum and Sums of Money for the Portion and Portions, and Maintenance of all and every ſuch Daughter and Daughters, as are herein after expreſſed and declared; that is to ſay, If but one ſuch Daughter, then the Sum of 10000*l.* of lawful Money of *Great Britain*, for the Portion of ſuch only Daughter, to be paid to her at her Age of eighteen Years or Day of Marriage, which ſhall firſt happen, if the ſaid *Adam Alcock* be then dead; but if he be then living, then at the End of three Calendar Months next after his Deceaſe: And if two ſuch Daughters and no more, then the Sum of 16000*l.* of like Money for their Portions: And if three or more ſuch Daughters, then the Sum of 18000*l.* of like Money for their Portions, to be paid, ſhared and divided amongſt ſuch two or three or more Daughters, in ſuch Parts and Proportions, Manner and Form, as he the ſaid *Adam Alcock*, by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, ſealed and publiſhed, in the Preſence of the like Number of Witneſſes, ſhall direct, limit or appoint; and to be paid to them at their reſpective Ages of eighteen Years or Days of Marriage, which ſhall firſt happen, if the ſaid *Adam Alcock* be then dead; but if he be then living, then at the End of three Calendar Months next after his Deceaſe. And in default of ſuch Direction, Limitation and Appointment, then the ſaid reſpective Sums of 16000*l.* and 18000*l.* as the Caſe may happen, to be paid and to be equally divided amongſt them, Share and Share alike, at the Times aforeſaid; and to ſurvive if any of them die before their Portions become payable, ſo as no one of them have above the Sum of 10000*l.* for her Portion, or any two of them above the Sum of 16000*l.* between them: And if all of them die before their reſpective Ages of eighteen Years or Marriage, then their reſpective Portions to ceaſe, and not be paid. And upon this further Truſt, that the ſame Truſtees, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents and Profits of the Premiſſes ſo to be ſettled as aforeſaid, raiſe and levy, from and after the Deceaſe of the ſaid *Adam Alcock*, ſuch yearly Sum or Sums of Money for the Maintenance and Education of ſuch Daughter or Daughters in the mean time, and until their Portions ſhall become payable reſpectively, as are herein after mentioned; that is to ſay, If but one ſuch Daughter, then the yearly Sum of 300*l.* until ſhe attain her Age of twelve Years; and from and after ſuch Age, then the yearly Sum of 400*l.* until her Portion become payable: And if two ſuch Daughters and no more, then the yearly Sum of 200*l.* apiece, until they reſpectively attain their reſpective Ages of twelve Years; and from and after ſuch Age, then the yearly Sum of 300*l.* apiece, until their reſpective Portions ſhall become payable: And if three or more ſuch Daughters, then the yearly Sum of 150*l.* apiece, until they attain their reſpective Ages of twelve Years; and from and after ſuch Age, then the yearly Sum of 200*l.* apiece, until their reſpective Portions become payable: So always nevertheleſs, that the whole Maintenance of ſuch Daughters, if more than three, do not exceed 800*l.* *per Annum*; All which ſaid ſeveral yearly Sum and Sums to be paid and payable by four equal Quarterly Payments. In which ſaid Settlement ſhall be contained proper and uſual Clauſes for ceaſing the ſaid Term of five hundred Years, and other proper and uſual Clauſes; and particularly a Proviſo for enabling the ſaid *Adam Alcock*, at any Time or Times during his Life, to demiſe or leaſe ſuch Part or Parts of the Meſſuages, Lands, Tenements or Hereditaments to be ſettled as aforeſaid, as ſhall

The Truſts of the Term declared.

If no Iſſue Male, to raiſe Portions for Daughters,

in proportion to their Number,

to be ſhared by their Father's Appointment.

And in default thereof, to be equally divided.

Benefit of Survivorſhip; with Reſtrictions as to the Sum.

If all die, the Portions to ſink.

And to raiſe maintenances,

in proportion to their Number, and Ages;

with Reſtriction as to the *Quantum*.

Uſual Clauſes to be inſerted in the Settlement, to determine the Term, and to give a leaſing Power;

with proper Reſtrictions.

ſhall at the Time of making ſuch Settlement be in Leaſe for Life or Lives, or Years determinable upon Life or Lives, to any Perſon or Perſons, for one, two or three Life or Lives, or for any Term or Number of Years determinable on one, two or three Life or Lives in Poſſeſſion or Reverſion, ſo as there be not above three Lives in Being at any one Time in any ſuch Leaſes, and ſo as the yearly Rents and Services reſerved and made payable in and by the Leaſe and Leaſes in being at the Time of ſuch Settlement, or more, be thereupon reſpectively reſerved and made payable, during the Continuance thereof reſpectively; and alſo to demiſe and leaſe all or any of the Meſſuages, Lands, Tenements or Hereditaments to be ſettled as aforeſaid, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, ſo as the moſt and beſt improved yearly Rents be thereupon reſerved and made payable during the Continuance thereof reſpectively; and ſo as none of the aforeſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein, and all ſuch Leaſes be under ſuch other Reſtrictions as in ſuch Caſes are uſual.

The Huſband covenants that if he dies before the Settlement made,

And the ſaid *Adam Alcock* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Charles Cofield* and *Bazil Bolt*, their Executors and Adminiſtrators, in manner following; that is to ſay, That in caſe the ſaid intended Marriage ſhall take effect, and the ſaid *Adam Alcock* ſhall happen to depart this Life before the Settlement by him herein before covenanted to be made as aforeſaid ſhall be made, then and in ſuch Caſe the Heirs, Executors or Adminiſtrators of him the ſaid *Adam Alcock* ſhall and will Yearly and every Year, from and after ſuch his Deceaſe, and until ſuch Settlement ſhall be made as aforeſaid, well and truly pay, or cauſe to be paid unto the ſaid *Hannah Cofield* his intended Wife, during her Life, or until ſuch Settlement ſhall be made, the clear yearly Sum of 1000*l.* of lawful Money of *Great Britain*, at ſuch Times and in ſuch Manner as are herein before limited or expreſſed concerning the ſaid annual Rent or Sum of 1000*l.* before-mentioned; and alſo pay, or cauſe to be paid, the further clear yearly Sum of 1000*l.* during the Life of the ſaid *Hannah Cofield*, or until ſuch Settlement ſhall be made as aforeſaid, and after her Deceaſe, and until ſuch Settlement, the clear yearly Sum of 2000*l.* to ſuch Perſon or Perſons, and in ſuch Courſe, Order and Manner, and for ſuch Intents and Purpoſes, as the Rents and Profits of the Lands and Hereditaments intended to be ſettled as aforeſaid ought to go, and be paid or received, in caſe ſuch Settlement had been made; the ſaid yearly Sums (except the ſaid Sum of 1000*l.* to be paid to the ſaid *Hannah Cofield* during her Life) to be paid and payable by equal Half-yearly Payments, at the ſaid Feaſts of St. *Michael* the Archangel, and the Annunciation of the bleſſed Virgin *Mary*; the firſt of ſuch Payments to begin and be made on ſuch of the ſaid Feaſts as ſhall happen next after the Death of the ſaid *Adam Alcock*.

the Annuity to the Wife ſhall be paid;

and the like Sum to the Perſon to be intitled to the Rents when ſettled, as the Lands are agreed to be worth, yearly.

The Lady's Father covenants to pay two additional Sums upon Contingencies.

And the ſaid *Charles Cofield*, in conſideration of the ſaid intended Marriage, and of the Settlement herein before covenanted to be made on the Part of the ſaid *Adam Alcock* as aforeſaid, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Bazil Bolt* and *Charles Creech*, their Executors and Adminiſtrators, in manner following; that is to ſay, That in caſe the ſaid intended Marriage ſhall take effect, the ſaid *Charles Cofield*, his Heirs, Executors or Adminiſtrators, ſhall and will at the End of one Year pay, or cauſe to be paid, unto him the ſaid *Adam Alcock*, his Executors or Adminiſtrators, the further Sum of 3000*l.* of lawful Money of *Great Britain* (over and above the aforeſaid Sum of 10000*l.*) and alſo ſhall and will at the End of two Years pay, or cauſe to be paid, unto him the ſaid *Adam Alcock*, his Executors or Adminiſtrators, the further Sum of 3000*l.* of like Money, to compleat and make up the Portion of the ſaid *Hannah Cofield* his Daughter the full Sum of 16000*l.* In witneſs, *&c.*

4

Articles

Articles before Marriage, whereby it is covenanted that a certain Proportion of the Husband's Personal Estate shall be left to Wife and Children, and that Copyhold of the Wife shall be surrendered to Uses particularly mentioned. N° 7.

THIS Indenture tripartite, made the seventh Day of *February Anno Domini* 1721, and in the eighth Year of the Reign of our Sovereign Lord *George*, by the Grace of God, of *Great Britain*, *France* and *Ireland*, King, Defender of the Faith, &c. between *Adam Askey*, Citizen and Grocer of *London*, of the first Part, *Barbara Brace* of the Parish of St. *Bride's London*, Spinster, of the second Part, and *Charles Cutts*, Citizen and Barber of *London*, and *David Dent*, Citizen and Salter of *London*, of the third Part. Whereas a Marriage is intended by the Grace of God to be shortly had and solemnized between the said *Adam Askey* and *Barbara Brace*; Now this Indenture witnesseth, That in consideration of the said intended Marriage, and of the Covenant and Agreement herein after contained on the Part and Behalf of the said *Barbara Brace* to be done and performed, he the said *Adam Askey* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *Charles Cutts* and *David Dent*, their Executors and Administrators, that in case the said intended Marriage shall take effect, then he the said *Adam Askey* shall and will, by his Last Will and Testament or otherwise, at the Time of his Decease give or leave two full Third-Parts of all such Monies, Goods, Chattels, and personal Estate as he the said *Adam Askey* shall be possessed of or intitled unto at the Time of his Decease, in Manner following (that is to say); In case he shall have no Child or Children by her the said *Barbara* his intended Wife, then unto her the said *Barbara*, to and for her own Use and Benefit; But in case he shall have any Child or Children by her, then one full Moiety or Half-Part thereof unto her the said *Barbara*, to and for her own Use and Benefit, and the other Moiety or Half-Part thereof unto such Child or Children; the same two Thirds to be in Lieu, Recompence and full Satisfaction of all such Part or Share as she or they can or may have or claim, by or out of his the said *Adam Askey*'s Real or Personal Estate, by Virtue of any Law, Usage or Custom whatsoever (other than and except such Part or Parts thereof, as he shall freely or voluntarily give or leave to her or them by his Last Will and Testament, or otherwise). And this Indenture further witnesseth, That in consideration of the said intended Marriage, and of the aforesaid Covenant and Agreement on the Part of the said *Adam Askey* to be done and performed, she the said *Barbara Brace*, with the Privity and Consent of the said *Adam Askey* her intended Husband, doth hereby for herself, her Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said *Charles Cutts* and *David Dent*, their Heirs, Executors and Administrators, that in case the said intended Marriage shall take effect, she the said *Barbara Brace* shall and will at any Time after the Solemnization thereof, upon the Request of them the said *Charles Cutts* and *David Dent*, or the Survivor of them, or the Heirs, Executors or Administrators of such Survivor, surrender or join with the said *Adam Askey* her intended Husband in surrendring into the Hands of the Lord of the Manor of *Exley* in the County of *Essex*, All those two Closes of Meadow or Pasture Ground with the Appurtenances called *Foss Leys*, situate, lying and being in *Exley* aforesaid, near a Messuage called *Ganson*, and containing by Estimation sixteen Acres, be the same more or less; and all other her Copyhold or Customary Lands and Hereditaments in *Exley* aforesaid, with their and every of their Appurtenances, to the Use of the said *Adam Askey* and her the said *Barbara Brace* his intended Wife, for and during the Term of their natural Lives, and the Life of the longer Liver of them; And from and after the several Deceases of them the said *Adam Askey* and *Barbara* his intended Wife, and the Decease of the Survivor of them, to the Use of such Child or Children of the said *Adam Askey* on the Body of the said *Barbara* his intended Wife to be begotten, and for such Estate and Estates, and in such Parts and Proportions, Manner and Form, and charged or chargeable with such Sum or Sums of Money, for any other their Child or Children, as she the said *Barbara Brace*, notwithstanding her

An intended Marriage recited.

The Husband covenants and agrees to leave the Wife and Children certain Proportions of his Estate.

The Wife covenants to join in surrendring Copyholds,

to the Use of Husband and Wife, and Survivor for Life; Remainder to Children of the Marriage. &c. appointed by the Wife.

Coverture, or whether ſhe ſhall be ſole or married, ſhall by any Writing or Writings under her Hand and Seal, atteſted by three or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned, publiſhed and declared in the Preſence of the like Number of Witneſſes, direct, limit or appoint; And in default of ſuch Direction, Limitation and Appointment, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, Then to the Uſe of the Heirs of the Body of the ſaid *Barbara Brace* by the ſaid *Adam Aſkey* her intended Huſband to be begotten; And for Default of ſuch Heirs, Then to the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form, as ſhe the ſaid *Barbara Brace*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, ſhall by any Writing or Writings under her Hand and Seal, atteſted by three or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned, publiſhed and declared, in the Preſence of the like Number of Witneſſes, direct, limit or appoint. And in default of ſuch Direction, Limitation and Appointment, then to the Uſe of her the ſaid *Barbara Brace*, and of her Heirs and Aſſigns for ever. In witneſs, *&c.*

In default of Appointment, to the Heirs of her Body by the Huſband;

Remainder as ſhe ſhall appoint.

For want of this Appointment to her in Fee.

N° 8. *An Agreement before Marriage, that Part of the Wife's Eſtate ſhall be at her Diſpoſal, as herein mentioned.*

THIS Indenture tripartite, made the twenty fourth Day of *January* 1719, and in the ſixth Year of the Reign of our Sovereign Lord *George*, *&c.* between *Anne Axel* of, *&c.* Spinſter, only Daughter of *Brian Axel* late of, *&c.* Eſq; deceaſed, of the firſt Part, *Charles Coats* of, *&c.* Eſq; *Daniel Drewit* of, *&c.* Gent. and *Edward Ewell* of, *&c.* Gent. of the ſecond Part, and *Francis Fitch* of, *&c.* Eſq; of the third Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Francis Fitch* and *Anne Axel*; And whereas the ſaid *Brian Axel* did, in and by his Laſt Will and Teſtament duly executed, bearing Date the twelfth Day of *October* which was in the Year of our Lord 1715 (among other Things therein contained) give and bequeath unto his good Friends Mr. *George Grice* ſince deceaſed, the ſaid *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, their Executors, Adminiſtrators and Aſſigns, All thoſe his Leaſehold Houſes with the Appurtenances, ſituate and being in, *&c.* one of them being then in his own Occupation, and the other of them in the Occupation of *Zachary Zoll*, and which he held upon Leaſe for about forty-five Years then to come, at 10*l.* *per Annum* Ground Rent, in Truſt that they the ſaid *George Grice*, *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhould by and out of the Rents and Profits of the ſaid two Houſes in the firſt place pay and diſcharge the ſaid Ground Rent from Time to Time thereout reſerved, and all Charges ariſing about the Execution of the Truſt thereby repoſed in them: and afterwards in Truſt to permit and ſuffer the ſaid *Anne* his Daughter and her Aſſigns to receive and take the Rents and Profits of the ſaid Houſes and Premiſſes for ſo many Years of the ſaid Term as ſhe ſhould happen to live; And after her Deceaſe in Truſt for all and every the Child and Children of his ſaid Daughter, whether Sons or Daughters, equally to be divided between them Share and Share alike; And alſo in Truſt to ſell and diſpoſe of the ſaid Houſes for all the then Reſidue and Remainder of the ſaid Term to come and unexpired at the Death of his ſaid Daughter (if his ſaid Truſtees, or the Survivors or Survivor of them, ſhould think fit ſo to do); And upon Truſt to pay and divide the Monies ariſing by ſuch Sale unto and amongſt ſuch Child and Children equally, Share and Share alike; And in caſe his ſaid Daughter ſhould happen to die, leaving no Child behind her, Then in Truſt only for his ſaid Daughter, her Executors, Adminiſtrators and Aſſigns, as by the ſaid recited Will, Relation being thereunto had, may more at large appear. And whereas the ſaid *George Grice*, one of the Truſtees named in the ſaid Will, is ſince deceaſed, whereby the Eſtate and Intereſt of the ſaid Truſtees of and in the ſaid Houſes with the Appurtenances is wholly come to and veſted in the ſaid *Charles Coats*, *Daniel Drewit* and *Edward*

The intended Marriage recited.

The Will of the Wife's Father recited, bequeathing a Leaſehold Eſtate;

Upon Truſt to pay the Rent, *&c.*

Then to permit the Wife (his Daughter) to take the Profits during her Life;

Then in Truſt for her Children equally: And to ſell, if the Truſtees think fit, and to divide the Money among her Children equally.

If no Child in Truſt for her, her Executors, *&c.*

Recital that by Death of

Edward Ewell, by Survivorſhip, upon the Truſts aforeſaid; And whereas the ſaid *Anne Axel* is and ſtands poſſeſſed of or intitled unto the Sum of 400*l.* due and owing to her upon four *Eaſt-India* Bonds, each of the Penalty of 200*l.* for Payment of 100*l.* one of which Bonds, Number 150, bears Date the ſeventeenth Day of *May* in the Year of our Lord 1718, one other of them, Number 255, bears Date the ſeventeenth Day of *May* in the Year of our Lord 1718, one other of them, Number 303, bears Date the ſeventeenth Day of *May* in the Year of our Lord 1718, and the other of them, Number 318, bears Date the ſeventeenth Day of *May* in the Year of our Lord 1718. All carrying Intereſt at the Rate of 4*l. per Cent. per Annum*; And whereas in Proſpect and Conſideration of the ſaid intended Marriage it hath been agreed between the ſaid *Francis Fitch* and *Anne* his intended Wife, that notwithſtanding ſuch Marriage, ſhe the ſaid *Anne* ſhould have, receive and take the clear Rents and Profits of the aforeſaid two Houſes with their Appurtenances, for ſo long Time of the ſaid Term of Years therein as ſhe ſhould live, and alſo the yearly Intereſt, Proceed and Produce of the ſaid Sum of 400*l.* during her Life, for her own ſole and ſeparate Uſe and Benefit, without the Controul or Intermedling of the ſaid *Francis Fitch* her intended Huſband; And alſo that ſhe the ſaid *Anne* ſhould have full Power and Authority to give and diſpoſe of the ſaid Sum of 400*l.* And alſo in caſe of her Death without leaving any Child or Children of her Body begotten then living, of the ſaid two Houſes and Premiſſes, for all the then Reſidue of the ſaid Term of Years therein, unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Anne* ſhould, notwithſtanding her Coverture, and whether ſhe ſhould be ſole or married, by any Writing or Writings under her Hand and Seal, by her Laſt Will and Teſtament in Writing, direct, limit or appoint; And in default of ſuch Direction, Limitation and Appointment, that then the ſaid Sum of 400*l.* and alſo the ſaid two Houſes and Premiſſes, in caſe of her Death without ſuch Child or Children as aforeſaid, for all the then Reſidue of the ſaid Term of Years therein, ſhould be, go and remain to the Executors and Adminiſtrators of her the ſaid *Anne*: Now this Indenture witneſſeth, That for and in conſideration of the ſaid intended Marriage, and in purſuance of the ſaid recited Agreement, it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that they the ſaid *Charles Coats*, *Daniel Drewit* and *Edward Ewel*, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall from henceforth ſtand and be poſſeſſed of and intereſted in the aforeſaid two Houſes with their Appurtenances, for and during ſo many Years of the ſaid Term therein as ſhe the ſaid *Anne* ſhall happen to live; and after her Deceaſe, in caſe of her Death without leaving any Child or Children of her begotten then living, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſame Term, upon the Truſts, and to and for the Intents and Purpoſes herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, upon Truſt that they the ſaid *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall and do from Time to Time, during ſo many Years of the ſaid Term as ſhe the ſaid *Anne Axel* ſhall live, pay and diſpoſe of all the clear Rents and Profits of the ſaid two Houſes and Premiſſes, as the ſame ſhall ariſe, unto ſuch Perſon or Perſons, and for ſuch Uſes, Intents and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, as ſhe the ſaid *Anne Axel* ſhall from Time to Time notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand, direct or appoint, to the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts, Forfeitures or Engagements of the ſaid *Francis Fitch* her intended Huſband, but only at her own ſole and ſeparate Diſpoſal: And in default of, and until ſuch Direction and Appointment, unto the proper Hands of the ſaid *Anne Axel*, or otherwiſe ſhall permit and ſuffer her to receive the ſame; whoſe Receipt under her Hand ſhall from Time to Time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipt ſhall be given: And upon this farther Truſt, that they the ſaid *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, and the Survivors and Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall

one Truſtee, the Eſtate is in the others by Survorſhip. Recital that ſhe is intitled to India-Bonds.

And that it has been agreed that ſhe ſhall take the Profits of the Leaſehold, and the Bonds for her ſeparate Uſe,

and diſpoſe of the Money of the Bonds,

and if ſhe die (without leaving a Child) of the Leaſehold,

with or without Power of Revocation,

and whether ſole or married.

In default of Appointment, to her Executors, &c.

The Agreement, that the Truſtees ſhall ſtand poſſeſſed of the Leaſehold,

upon Truſts to the Effect above.

Her Receipt to be ſufficient.

ſhall and do convey and diſpoſe of the ſaid two Houſes with their Appurtenances, in caſe ſhe the ſaid *Anne Axel* ſhall happen to die without leaving any Child or Children of her Body begotten living at the Time of her Deceaſe, unto ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Anne Axel* ſhall from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned and publiſhed in the Preſence of the like Number of Witneſſes, direct, limit or appoint, to the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts, Forfeitures or Engagements of the ſaid *Francis Fitch* her intended Huſband; And in default of ſuch Direction, Limitation or Appointment then to the Executors or Adminiſtrators of her the ſaid *Anne Axel*, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the aforeſaid Term of Years therein. And this Indenture farther witneſſeth, That in conſideration of the ſaid intended Marriage, and in farther Purſuance of the ſaid recited Agreement, and in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain*, to the ſaid *Anne Axel* in hand paid by the ſaid *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Anne Axel*, by and with the Privity and Conſent of the ſaid *Francis Fitch*, teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents, hath granted, aſſigned, tranſferred and ſet over, and by theſe Preſents doth grant, aſſign, transfer and ſet over unto the ſaid *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, their Executors, Adminiſtrators and Aſſigns, the aforeſaid Sum of 400*l.* and all the Benefit thereof, and the ſaid three ſeveral recited Obligations for ſecuring the ſame, and all and every Sum and Sums of Money therein contained, or thereby recoverable, and all the Benefit thereof; To have, hold, receive, perceive, take and enjoy the ſame and every of them, and every Part and Parcel thereof, unto the ſaid *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, their Executors, Adminiſtrators and Aſſigns, together with full Power, Licence and Authority to aſk, demand, ſue for, recover and receive the ſame; upon this ſpecial Truſt and Confidence nevertheleſs, that they the ſaid *Charles Coats Daniel Drewit* and *Edward Ewell*, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall and do from Time to Time, during the Life of the ſaid *Anne Axel*, pay, apply and diſpoſe of the yearly Intereſt, Proceed and Produce of the ſaid Sum of 400*l.* as the ſame ſhall ariſe, unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, as ſhe the ſaid *Anne Axel* ſhall from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand, direct or appoint, to the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts, Forfeitures or Engagements of the ſaid *Francis Fitch* her intended Huſband, but only at her own ſole and ſeparate Diſpoſal; And in default of, and until ſuch Direction and Appointment, unto the proper Hands of the ſaid *Anne Axell*, or elſe ſhall permit and ſuffer her to receive the ſame; whoſe Receipt under her Hand ſhall from Time to Time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof for which ſuch Receipt ſhall be given. And upon this farther Truſt, that they the ſaid *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, and the Survivors and Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and do aſſign and transfer, or pay and diſpoſe of the ſaid Sum of 400*l.* and the Securities for the ſame, unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts, Shares and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Anne Axel* ſhall from Time to Time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her Laſt Will and Teſtament in Wriing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned and publiſhed in the Preſence of the like Number of Witneſſes, direct, limit

Aſſignment by the Wife (with the Huſband's Privity) of the India-Bonds to the Truſtees.

upon the recited Truſts.

to Perſons, &c. appointed by her.

In default of Appointment, to herſelf.

limit or appoint; To the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts, Forfeitures or Engagements of the ſaid *Francis Fitch* her intended Huſband; and in default of ſuch Direction, Limitation and Appointment, then upon Truſt that they the ſaid Truſtees, and the Survivors and Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and do aſſign and transfer, or pay and diſpoſe of the ſaid Sum of 400*l.* and the Securities for the ſame, unto the Executors or Adminiſtrators of her the ſaid *Anne Axel*. Provided always, that it ſhall and may be lawful to and for the ſaid Truſtees, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, at any Time or Times during the Life of the ſaid *Anne Axel*, and with her Conſent and Direction teſtified under her Hand, to ſell and diſpoſe of the preſent Securities for the ſaid Sum of 400*l.* or otherwiſe call in or receive the Monies due thereon, or any Part thereof, and place and put out the ſame on any other Security or Securities, or inveſt the ſame in any Publick Stocks or Funds, ſubject to the Truſts aforeſaid; and ſo from Time to Time, as often as Occaſion ſhall be, with ſuch Conſent as aforeſaid. And the ſaid *Francis Fitch* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Charles Coats*, *Daniel Drewit* and *Edward Ewell*, their Executors and Adminiſtrators, that he the ſaid *Francis Fitch*, his Executors or Adminiſtrators, ſhall not, nor will at any Time hereafter obſtruct or hinder the ſaid *Anne* his intended Wife from making ſuch Direction, Appointment or Diſpoſition by Writing or Will, of the Premiſſes or any Part thereof, as aforeſaid; but that he, his Executors and Adminiſtrators ſhall and will, at any Time or Times hereafter, do and execute any Act or Thing for the better enabling her thereunto, and for the farther and better aſſigning, aſſuring and eſtabliſhing the Premiſſes, and every of them, and every Part thereof, upon the Truſts aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents. In witneſs, *&c.*

The Huſband covenants not to obſtruct the Truſtees, but to do farther Acts to enable them, *&c.*

An Agreement before Marriage, that the intended Huſband and Wife ſhall each have their own ſeparate Eſtates. An Aſſignment of hers (being Perſonal Eſtate) to Truſtees, to the Uſes in the Margin. N° 9.

THIS Indenture quadrupartite, made the twenty-fifth Day of *Auguſt Anno Domini* 1726, and in the thirteenth Year of the Reign, *&c.* between *Abraham Adams* Citizen and Sadler of *London*, of the firſt Part, *Barbara Bray* Widow, and Relict of *Charles Bray* late of, *&c.* Eſq; deceaſed, of the ſecond Part, *David Drew* of, *&c.* Eſq; and *Edward Eaton* of, *&c.* of the third Part, *Francis Fane* Citizen and Dyer of *London*, and *George Gee* the Younger, of, *&c.* Gent. of the fourth Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized by and between the ſaid *Abraham Adams* and the ſaid *Barbara Bray*; and whereas the ſaid *Barbara Bray* is and ſtands poſſeſſed of and intitled unto a conſiderable Perſonal Eſtate, conſiſting of Monies owing upon Mortgages, Bonds and other Securities, Debts, Ready Monies, Jewels, Plate, Houſhold-Stuff and other Things, to the Value of 10000*l.* or thereabouts; And whereas it hath been agreed, that the ſaid *Abraham Adams* ſhould, after the ſaid intended Marriage had, have and receive and enjoy, during the Joint Lives of them the ſaid *Abraham Adams* and *Barbara Bray*, the Intereſt, Proceed, Occupation and Poſſeſſion of the ſaid Perſonal Eſtate, and alſo that the ſame, and the Intereſt, Proceed and Benefit thereof, from and after the Deceaſe of ſuch of them the ſaid *Abraham Adams* and *Barbara Bray* as ſhould firſt happen to die, ſhould be at the ſole and only Diſpoſal of the ſaid *Barbary Bray*, notwithſtanding her Coverture, without the Controul or Intermeddling of the ſaid *Abraham Adams*; And whereas it hath been alſo agreed, that in caſe the ſaid *Barbara Bray* ſhould, after the ſaid intended Marriage had, happen to ſurvive and overlive the ſaid *Abraham Adams*, That then ſhe the ſaid *Barbara* ſhould not have, claim, challenge or demand any Part or Share of any of the real or perſonal Eſtate whereof the ſaid *Abraham Adams* ſhould be ſeiſed or poſſeſſed, or intitled unto, at any Time during the Coverture between them, by Force or Virtue of the Cuſtom of the City of *London*, (whereof he

The intended Marriage recited.

And that the intended Wife is poſſeſſed of a Perſonal Eſtate of a certain Value; and that the Huſband is to have the Profits during their Joint Lives, and then to be at the Wife's Diſpoſal; and that the Wife (if ſhe ſurvives) is not to have Benefit of the Cuſtom of *London*, or Dower, or Adminiſtration, unleſs by his future Diſpoſition.

he is a Freeman) or her Dower or Title of Dower at Common Law, or by Force or Virtue of her being Adminiſtratrix, or intitled to Adminiſtration of the Goods and Chattels, Rights and Credits of the ſaid *Abraham Adams*, or otherwiſe howſoever (other than and except ſuch Part thereof as the ſaid *Abraham Adams* ſhould at any Time or Times hereafter give, deviſe, bequeath or diſpoſe of, unto or to the Uſe, or for the Benefit of the ſaid *Barbara Bray*, by any Writing or Writings under his Hand and Seal, or by his laſt Will and Teſtament in Writing): Now this Indenture witneſſeth, That purſuant to and in performance of the before recited Agreement, and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Barbara Bray* in hand paid by the ſaid *David Drew* and *Edward Eaton*, at and before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Barbara Bray*, by and with the Privity, Conſent and Agreement of the ſaid *Abraham Adams*, teſtified by his being made a Party to, and his Sealing and Delivery of theſe Preſents, hath granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *David Drew* and *Edward Eaton*, their Executors, Adminiſtrators and Aſſigns, all the ſaid Monies owing upon Securities, and all Mortgages, Bonds and Securities for the ſame, Debts, Ready Monies, Jewels, Plate, Houſhold-Stuff, and other the Perſonal Eſtate whatſoever of her the ſaid *Barbara Bray*, and all the Benefit thereof; To have, hold, receive, perceive, take and enjoy the ſame, and all the Benefit thereof, unto the ſaid *David Drew* and *Edward Eaton*, their Executors, Adminiſtrators and Aſſigns, together with full Power, Licence and Authority to aſk, demand, ſue for, recover and receive the ſame, to and for their own Uſe and Benefit: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, In Truſt for the ſaid *Barbara Bray* and her Aſſigns, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization of the ſaid intended Marriage, then upon Truſt that they the ſaid *David Drew* and *Edward Eaton*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Abraham Adams*, during the Joint-Lives of the ſaid *Abraham Adams* and *Barbara* his intended Wife, to have, receive, take and enjoy all the Intereſt and Proceed of the ſaid Monies and Debts, and the Poſſeſſion and Occupation of the ſaid Plate, Jewels, Houſhold-Stuff, and other the Premiſſes mentioned to be hereby aſſigned, to and for his own Uſe and Benefit; and from and after the Deceaſe of ſuch of them the ſaid *Abraham Adams* and *Barbara Bray* as ſhall firſt happen to die, then upon Truſt that they the ſaid *David Drew* and *Edward Eaton*, their Executors, Adminiſtrators and Aſſigns, ſhall and do aſſign, grant, pay and diſpoſe of all the ſaid Monies and Debts, and all Intereſt and Proceed thereof from thenceforth to ariſe and grow due, and alſo the ſaid Plate, Jewels, Houſhold-Stuff, and other the Premiſſes, to the ſaid *Barbara*, in caſe ſhe ſurvive the ſaid *Abraham Adams*; but if ſhe die before him, then unto ſuch Perſon and Perſons, and at the Time and Times, and in ſuch Parts and Proportions, Manner and Form, as ſhe the ſaid *Barbary Bray* ſhall from Time to Time, notwithſtanding her Coverture, by any Writing or Writings under her Hand and Seal, atteſted by three or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, to be by her ſigned, ſealed, publiſhed and declared in the Preſence of the like Number of Witneſſes, direct, limit or appoint; To the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts, Forfeitures or Engagements of the ſaid *Abraham Adams* her intended Huſband; and in default of ſuch Direction, Limitation or Appointment, then to the Executor or Executors of ſuch Will as the ſaid *Barbara* ſhall make and publiſh in Writing; and for default of ſuch Executor or Executors, then to the Children of the ſaid *Barbara* and their Repreſentatives which ſhall be living at the Time of her Deceaſe, equally to be divided among them; and for default of ſuch Children and Repreſentatives, to ſuch Perſon or Perſons of the Blood and Kindred of the ſaid *Barbara* as by Law ſhould be intitled to the Adminiſtration or Diſtribution of her Perſonal Eſtate in caſe ſhe had died ſole and inteſtate, equally among them, excluſive of all Intereſt, Right or Title which the ſaid *Abraham Adams* might or could

She with Conſent of the intended Huſband aſſigns her Eſtate to Truſtees,

with Power to receive and recover it.

In Truſt for her until the Marriage;

Then to permit the Huſband (during Joint-Lives) to take the Profits;

then to aſſign to the Wife,

or Perſon appointed by her;

not ſubject to Huſband's Debts, &c.

In default of ſuch Appointment, to her Executors, &c.

In default of ſuch Executors, to her Children, and their Repreſentatives;

In default of ſuch, to her next of Kin in diſtribution.

could otherwiſe have or claim, as Adminiſtrator to the ſaid *Barbara*. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in caſe the ſaid *Barbara Bray* (ſurviving and overliving the ſaid *Abraham Adams* her intended Huſband) ſhall at any Time or Times hereafter claim, challenge, evict and recover any Part or Parcel of the real or perſonal Eſtate whereof the ſaid *Abraham Adams*, or any other Perſon or Perſons in Truſt for him, ſhall be ſeiſed or poſſeſſed or intitled unto at any Time during the Coverture between them, by Force or Virtue of the Cuſtom of the City of *London*, or her Dower or Title of Dower at Common Law, or by Virtue of her being Adminiſtrator, or intitled to Adminiſtration of the Goods, Chattels, Rights and Credits of the ſaid *Abraham Adams* as aforeſaid, or otherwiſe howſoever (other than and except ſuch Part thereof as the ſaid *Abraham Adams* hath already preſented her with, or ſhall at any Time or Times hereafter give, deviſe, bequeath or diſpoſe of, unto or to the Uſe or for the Benefit of the ſaid *Barbara Bray*, by any ſuch Writing or Writings, or Will as aforeſaid); or in caſe the ſaid *Barbara Bray*, ſo ſurviving and overliving the ſaid *Abraham Adams* her intended Huſband as aforeſaid, ſhall not at any Time or Times after ſuch his Deceaſe, upon Requeſt to be to her in that Behalf made, make, do and execute all and every reaſonable Act, Deed and Thing, whereby to bar, releaſe and diſcharge all the Eſtate, Right, Title, Claim, Pretence or Demand which the ſaid *Barbara Bray* can or may have or claim, or pretend to, of, in, to or out of all and every or any of the ſaid real or perſonal Eſtate laſt mentioned (except before excepted) then and in either of the ſaid Caſes, and not otherwiſe, they the ſaid *Daniel Drew* and *Edward Eaton*, their Executors, Adminiſtrators and Aſſigns, ſhall from Time to Time and at all Times from thenceforth ſtand and be poſſeſſed of the ſaid Monies, Debts, Securities, Jewels, Plate, Houſehold-Stuff, and other the Premiſſes mentioned to be hereby aſſigned, in Truſt for and for the only Benefit of the ſaid *Abraham Adams* his Executors, Adminiſtrators and Aſſigns, any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Barbara Bray* doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Francis Fane* and *George Gee*, their Executors and Adminiſtrators by theſe Preſents, in manner following; that is to ſay, That in caſe the ſaid *Barbara Bray* ſhall, after the ſaid intended Marriage had, happen to ſurvive and outlive the ſaid *Abraham Adams* her intended Huſband, that then ſhe the ſaid *Barbara Bray* ſhall not nor will at any Time or Times then after claim, challenge, demand, evict or recover any Part or Parcel of the real or perſonal Eſtate, whereof the ſaid *Abraham Adams* or any other in Truſt for him ſhall be ſeiſed or poſſeſſed or intitled unto, at any Time during the Coverture between them as aforeſaid (except before excepted); and alſo that ſhe the ſaid *Barbara Bray* ſhall and will at any Time or Times after ſuch the Deceaſe of the ſaid *Abraham Adams*, upon Requeſt to be to her in that Behalf made, make, do and execute, or cauſe to be made, done and executed, any reaſonable Act, Deed and Thing, Acts, Deeds and Things, whereby to bar, releaſe and diſcharge all the Right, Title, Claim, Pretence and Demand which ſhe can or may have, claim or pretend to, of, in, to or out of all and every or any the ſaid real and perſonal Eſtate laſt mentioned (except before excepted). And the ſaid *Abraham Adams* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *David Drew* and *Edward Eaton*, their Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *Abraham Adams* ſhall and will at any Time or Times hereafter, upon Requeſt, and at the Coſts and Charges of the ſaid *David Drew* and *Edward Eaton*, their Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every lawful and reaſonable Act, Deed and Thing, Acts, Deeds and Things, for the better Aſſigning of the ſaid Monies, Securities, Debts, Plate, Jewels, Houſehold-Stuff, and other the Premiſſes, upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements herein before mentioned, expreſſed and declared, of and concerning the ſame, and whereby the better to enable the ſaid *Barbara Bray* to appoint, limit or diſpoſe of the ſame, according to the Purport, true Intent and Meaning of theſe Preſents. And it is hereby declared and

Proviſo that if ſhe (ſurviving) claim, &c. any Part of his Eſtate,

other than by his Gift,

or if ſhe do not releaſe the ſame,

the Truſtees to ſtand poſſeſſed of her Eſtate for the Benefit of his Executors, &c.

She covenants with the Truſtees not to claim any Part of his Eſtate if ſhe ſurvives him,

except as before;

and to releaſe, &c. upon Requeſt.

The Huſband covenants with the Truſtees that he will execute farther Deeds, &c.

Agreement to enable the Truſtees to put out the Money, &c. upon Security, with Conſent of the Wife.

and agreed, by and between all the ſaid Parties to theſe Preſents, in manner following; that is to ſay, That it ſhall and may be lawful to and for the ſaid *David Drew* and *Edward Eaton*, their Executors, Adminiſtrators and Aſſigns, at any Time or Times hereafter, when and ſo often as the Monies and Debts mentioned to be hereby aſſigned, or any of them, or any Part thereof, ſhall come or be paid into their Hands or Poſſeſſion, to lend and put out the ſame, or any Part thereof, upon Security at Intereſt, with the Aſſent and Approbation of the ſaid *Barbara Bray*, notwithſtanding her Coverture; And alſo that the ſaid *David Drew* and *Edward Eaton*, their Executors, Adminiſtrators and Aſſigns, or any of them, ſhall be only chargeable with and accountable for ſo much of the Monies, Plate, Jewels, and other the Premiſſes mentioned to be hereby aſſigned, as they reſpectively ſhall actually receive, or ſhall come to their reſpective Hands or Cuſtody, and with or for no more, nor the one of them for the other of them, nor for the Acts, Deeds, Receipts or Diſburſements, the one of the other of them; but each of them only for his own Acts, Deeds, Receipts and Diſburſements; nor with or for any Loſs which ſhall happen of the ſaid Monies, Jewels, Plate, and other the Premiſſes, or any Part thereof, ſo as the ſame happen without their wilful Default; nor with or for the Inſolvency or Inſufficiency of any Perſon or Perſons to whom ſuch Monies ſhall be put out at Intereſt, with ſuch Aſſent and Approbation as aforeſaid. And further, that it ſhall and may be lawful to and for the ſaid *David Drew* and *Edward Eaton*, their Executors, Adminiſtrators and Aſſigns, and every of them, in the firſt place by and out of the Premiſſes to deduct and reimburſe themſelves all ſuch reaſonable Loſs, Coſts and Expences as they or any of them ſhall be put unto or any ways ſuſtain, by Virtue of the Truſts hereby in them repoſed, or the Management or the Execution thereof, or any other Thing in any ways relating thereunto, any thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. And laſtly, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that theſe Preſents, or the Aſſignment herein before made, or any other Thing herein contained, ſhall not extend or be conſtrued to extend in any wiſe to hinder, bar or foreclоſe the ſaid *Abraham Adams*, in caſe he ſurvive the ſaid *Barbara*, from having again and enjoying all ſuch Jewels and other Things as he hath already given or preſented to the ſaid *Barbara*, before the Enſealing and Delivery of theſe Preſents. In witneſs, *&c.*

And that the Truſtees ſhall be chargeable each with his own Receipts, *&c.* only,

and not for Loſſes, except by wilful Default;

And to reimburſe themſelves Charges, *&c.*

The Huſband ſurviving, to have back his Jewels, *&c.* which he preſented her.

N° 10. *A Deed of Covenants between a Citizen of* London *and his Son-in-law, to give an Addition to the Daughter's Portion, which is accepted in full of her Advancement, and in lieu of the Cuſtom.*

THIS Indenture, made the twenty-fourth Day of *June Anno Domini* 1733, and in the ſixth Year of the Reign, *&c.* between Sir *Abraham Allen*, Bart. and one of the Alderman of the City of *London*, of the one Part, and Sir *Brian Bell* of *London*, Bart. and Dame *Catherine* his Wife, of the other Part. Whereas upon the Marriage of the ſaid Sir *Brian Bell* with the ſaid Dame *Catherine* his Wife (who is one of the Daughters of the ſaid Sir *Abraham Allen*) he the ſaid Sir *Abraham Allen* did advance and pay to the ſaid Sir *Brian Bell* (then called *Brian Bell* of *London*, Merchant) the Sum of 5000*l.* as and for the Marriage-Portion of the ſaid Dame *Catherine* his now Wife, for which the ſaid Sir *Brian Bell* gave the ſaid Sir *Abraham Allen* a Receipt upon one Part of the Articles made and entred into previous and in order to the Marriage of him the ſaid Sir *Brian Bell* with the ſaid Dame *Catherine* his now Wife, dated on or about the ſeventh Day of *January* 1705. And whereas at the Deſire and Requeſt of the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, and to ſerve their preſent Occaſions, the ſaid Sir *Abraham Allen* on the Day of the Date hereof hath actually advanced and paid unto the ſaid Sir *Brian Bell* the further Sum of 3000*l.* of lawful Money of *Great Britain*, as an Addition to the aforeſaid 5000*l.* Marriage-Portion; And whereas in conſideration of the natural Love and Affection which the ſaid Sir *Abraham Allen* hath and beareth to the ſaid Dame *Catherine* his Daughter, and of the Covenant and Agreement herein after contained on the Part of the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, he the ſaid Sir *Abraham Allen* hath undertaken and

Recital of a Portion given by the Lady's Father to the Son-in-law upon the Marriage, for which a Receipt is indorſed on Marriage-Articles.

And of a further Sum now advanced as an Addition;

And that the Father has agreed to give or leave them a farther Sum,

agreed in his Life-time, or in and by his Laſt Will and Teſtament or otherwiſe at the Time of his Deceaſe, to give or leave the further Sum of 3000*l.* of like Money, to be paid unto the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, or unto ſuch other Perſon or Perſons, and upon ſuch Contingencies as are herein after in that Behalf mentioned, in order to compleat and make up the aforeſaid ſeveral Sums of 5000*l.* and 3000*l.* to be and amount unto the full Sum of 11000*l.* which is and is intended and agreed to be in full for the Advancement of her the ſaid Dame *Catherine Bell*, and all ſuch Part, Share, Right, Title, Intereſt, Claim and Demand, as ſhe, or the ſaid Sir *Brian Bell* her Huſband in her Right, or either of them, can, ſhall or may at any Time or Times hereafter have, claim, demand or pretend unto, of, in, to or out of the Perſonal Eſtate of the ſaid Sir *Abraham Allen*, by Virtue of the Cuſtom of the ſaid City of *London* (whereof he is a Freeman) or otherwiſe howſoever (other than and except what he ſhall or may freely and voluntarily give or leave to them the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, or either of them, in and by his Laſt Will and Teſtament or otherwiſe) and the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife do hereby agree to accept of and take the ſame, in full as aforeſaid accordingly: Now this Indenture witneſſeth, That in conſideration of the Premiſſes, and in purſuance of the ſaid recited Agreement on the Part of the ſaid Sir *Abraham Allen* to be performed, he the ſaid Sir *Abraham Allen* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid Sir *Brian Bell*, his Executors and Adminiſtrators, that (over and above the ſaid 5000*l.* original Marriage-Portion, and the ſaid 3000*l.* ſo paid on the Day of the Date hereof as aforeſaid, and in order to compleat and make up the ſame to be and amount unto the Sum of 11000*l.* in full for the Advancement and Preferment of the ſaid Dame *Catherine* as aforeſaid) he the ſaid Sir *Abraham Allen* ſhall and will in his Life-time, or in and by his Laſt Will and Teſtament, or otherwiſe, at the Time of his Deceaſe, give or leave the ſaid further Sum of 3000*l.* of lawful Money of *Great Britain*, to be paid unto the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, or the Survivor of them, if they or either of them ſhall be then living; but in caſe they ſhall be then both dead, then unto and amongſt all and every their Children which ſhall be then living (whether Sons or Daughters) and the Child or Children of ſuch of the ſaid Sons or Daughters as ſhall be then dead, equally to be divided between them Share and Share alike, and to their reſpective Executors and Adminiſtrators: So always nevertheleſs, that the Child or Children of ſuch of the ſaid Sons or Daughters as ſhall be then dead, ſhall only repreſent and ſtand in the Place of his, her or their reſpective Father or Mother, and ſhall have and be intitled to ſo much and ſuch Part only and no more of the ſaid laſt mentioned 3000*l.* as his, her or their ſaid Father or Mother would have been intitled unto, in caſe he or ſhe had been then living. Provided always nevertheleſs, That in caſe neither of them the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, nor any of their Children, Grandchildren, or Iſſue ſhall be living when the ſaid laſt mentioned Sum of 3000*l.* ſhall be given or left as aforeſaid, Then the ſame ſhall go and be paid unto the Executors or Adminiſtrators of the Survivor of them the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife. And this Indenture further witneſſeth, That for and in conſideration of the ſaid Sum of 5000*l.* original Marriage-Portion, and of the ſaid Sum of 3000*l.* ſo now paid by the ſaid Sir *Abraham Allen* to the ſaid Sir *Brian Bell* as aforeſaid, the Receipt and Payment whereof accordingly he the ſaid Sir *Brian Bell* doth hereby acknowledge, and thereof and of every Part thereof they the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, and each of them do and doth acquit, releaſe and diſcharge the ſaid Sir *Abraham Allen*, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, and in conſideration of the ſaid Covenant and Agreement herein before contained and entred into by the ſaid Sir *Abraham Allen*, to give or leave the ſaid further Sum of 3000*l.* as aforeſaid, he the ſaid Sir *Brian Bell* doth hereby for himſelf and the ſaid Dame *Catherine* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid Sir *Abraham Allen*, his Heirs, Executors and Adminiſtrators, in manner following; (that is to ſay) That they the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, or ſuch other Perſon or Perſons as ſhall be intitled to the ſaid laſt mentioned Sum of 3000*l.* according to the true Meaning of theſe Preſents, ſhall and will

in full for her Advancement, and all Claim by the Cuſtom of *London*, &c. which they accept.

The Father covenants to give or leave the further Sum.

The Huſband covenants for himſelf and the Wife to accept the further Sum, in full of her Advancement.

will accept of and receive the ſame (when ſo given or left as aforeſaid) in full for the Advaucement and Preferment of her the ſaid Dame *Catherine*, and of all ſuch Part, Share, Right, Title, Intereſt, Claim and Demand, as ſhe or the ſaid Sir *Brian Bell* her Huſband in her Right, or either of them, can or may, or could or might, at any Time or Times hereafter have, claim, demand or pretend to, of, in, to or out of all or any Part of the ſaid Perſonal Eſtate of the ſaid Sir *Abraham Allen*, by Virtue of the ſaid Cuſtom of the ſaid City of *London*, or otherwiſe howſoever (except as herein before and herein after is excepted). And further, that they the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, or the Survivor of them, his or her Executors or Adminiſtrators, ſhall and will at any Time, upon or after the Receipt and Payment of the ſaid further Sum of 3000*l.* (ſo by the ſaid Sir *Abraham Allen* covenanted to be given or left as aforeſaid) and upon the Requeſt, and at the Coſts and Charges of him the ſaid Sir *Abraham Allen*, his Executors or Adminiſtrators, legally and effectually releaſe and diſcharge all the Part, Share, Right, Title, Intereſt, Claim and Demand whatſoever, of them the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, and of each or either of them, of, into or out of all or any Part of the ſaid Perſonal Eſtate of him the ſaid Sir *Abraham Allen*, by Virtue of the ſaid Cuſtom of the ſaid City of *London*, or otherwiſe howſoever (Except ſuch Part thereof as he ſhall or may freely and voluntarily give or leave to them the ſaid Sir *Brian Bell* and Dame *Catherine* his Wife, or either of them, in and by his Laſt Will and Teſtament or otherwiſe as aforeſaid). In witneſs, *&c.*

And upon Receipt thereof to give a Releaſe to ſuch Effect, *&c.*

Nº 11. *A Covenant before Marriage by the Huſband, that the Wife may diſpoſe of Jewels,* &c. *and that he will not obſtruct her, but confirm,* &c.

THIS Indenture, made the tenth Day of *Auguſt Anno Domini* 1708, and in the ſeventh Year of, *&c.* between *Adam Aſton* the Younger of *London*, Merchant, of the one Part, and *Barnaby Bing* of *London*, Merchant, and *Charles Cater*, Citizen and Draper of *London*, of the other Part. Whereas a Marriage is intended by the Permiſſion of God ſhortly to be had and ſolemnized by and between the ſaid *Adam Aſton* and *Catherine Cary*, Spinſter, Daughter of *David Cary* of *London*, Merchant: Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage and purſuant to an Agreement in that Behalf, he the ſaid *Adam Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Barnaby Bing* and *Charles Cater*, their Executors and Adminiſtrators, in manner following; (that is to ſay) That in caſe the ſaid Marriage ſhall take effect, it ſhall and may be lawful to and for the ſaid *Catherine*, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, at any Time or Times during her Life, by any Writing or Writings under her Hand and Seal atteſted by two or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned, publiſhed and declared in the Preſence of the like Number of Witneſſes, to give, bequeath or diſpoſe of, at her own free Will and Pleaſure, all or any Part of ſuch Jewels and Plate whereof ſhe is now poſſeſſed; and alſo all or any Part of ſuch Jewels, Plate, Bed and Furniture of a Chamber, as ſhall at any Time or Times hereafter, either before or after her Marriage with the ſaid *Adam Aſton*, be given her by any Perſon or Perſons whomſoever. And alſo that he the ſaid *Adam Aſton* ſhall not nor will, at any Time hereafter, obſtruct or hinder the ſaid *Catherine* in making ſuch Writing, Will or Diſpoſition as aforeſaid; but that he, his Executors and Adminiſtrators ſhall and will do any lawful Act or Thing for the making good, confirming and corroborating the ſame, according to the true Intent and Meaning thereof; and ſhall and will permit and ſuffer all and every the Perſon and Perſons to whom ſuch Jewels, Plate, Bed and Furniture of a Chamber, or any Part thereof ſhall be ſo given, bequeathed or diſpoſed of as aforeſaid, to have and enjoy the ſame accordingly, to and for his and their own Uſe and Benefit. In witneſs whereof the ſaid Parties to theſe Preſents have hereunto interchangeably ſet their Hands and Seals, the Day and Year firſt above written. In witneſs, *&c.*

The Parties.

An intended Marriage recited.

The Huſband covenants

that the Wife may diſpoſe of Jewels, Plate, *&c.*

And that he will not obſtruct, *&c.* but will confirm, *&c.*

Marriage-

Marriage-Articles, containing an Acquittance for the Wife's Portion, provided for her by her Father's Settlement. And an Agreement as to the Diſpoſition of Part of an Eſtate, coming to her from her Grandfather: The ſame to be inveſted in a Purchaſe of Lands, to be ſettled with uſual Limitations. N° 12.

THIS Indenture tripartite, made the twenty-eighth Day of *February Anno Domini* 1728, and in the ſecond Year of the Reign of our Sovereign Lord *George* the Second, King of *Great Britain*, *&c.* between *Abel Aſh* of *Alton* in the County of *Surrey*, Eſq; and *Amy Aſh*, Spinſter, his youngeſt Daughter, of the firſt Part, the Reverend *Charles Criſp*, junior, Eſq; of, *&c.* of the ſecond Part, *Stephen Sims* of *Enfield* in the City of *Glouceſter*, Eſq; and *David Dort* of *Jug* in the County of *Kent*, Eſq; of the third Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Charles Criſp* and the ſaid *Amy Aſh*; And whereas by Virtue of ſome Settlement or Settlements made upon or relating to the Marriage of the ſaid *Abel Aſh* and *Emma* his now Wife, the Lands and Hereditaments of *Daniel Aſh* then of *Marran* in the County of *Devon*, Gent. (ſince deceaſed) Father of the ſaid *Abel Aſh*, and the Lands and Hereditaments of him the ſaid *Abel Aſh*, or ſome Part thereof, were charged or chargeable with the raiſing of ſeveral Sums of Money for the Portions of the Daughters of the ſaid *Abel Aſh* by the ſaid *Emma* his Wife; And whereas by Indenture bearing Date the ſecond Day of *May* which was in the Year of our Lord 1703, and made or mentioned to be made between the ſaid *Daniel Aſh* of the one Part, and *Noah Norris*, *Owen Oldys* and *Paul Peck*, Eſquires, of the other Part, reciting as therein is recited, the ſaid *Daniel Aſh* did direct and appoint that the Manor, Lands and Hereditaments in and by the ſame Indenture referred to (after ſeveral Limitations therein mentioned) ſhould be ſold, and the Money ariſing by ſuch Sale, and the Rents and Profits of the ſame Premiſſes in the mean time accruing, ſhould be paid unto and amongſt all and every the Daughter and Daughters of the ſaid *Abel Aſh* on the Body of the ſaid *Emma* then begotten or to be begotten, equally, Share and Share alike; And whereas the ſaid *Daniel Aſh* did in and by his Laſt Will and Teſtament dated on or about the ſecond Day of *December* 1704, deviſe the Reſidue and Surplus of his Perſonal Eſtate to the ſaid *Abel Aſh*, and other Truſtees therein named, upon divers Truſts therein mentioned, by Virtue of which ſaid Truſts the Sum of 10000 *l.* was and is to be raiſed out of the ſaid Eſtate and paid to the ſaid *Amy Aſh*, and the then Surplus of the ſame Eſtate is to be divided equally amongſt all the Teſtator's Grand-Daughters, the Daughters of the ſaid *Abel Aſh*; And whereas by Indenture quinquepartite of Releaſe and Settlement bearing even Date herewith, *Charles Criſp*, ſenior, of *Quigg* in the Pariſh of *Rice* in the County of *Suffolk*, Eſq; Father of the ſaid *Charles Criſp*, junior, and the ſaid *Charles Criſp*, junior, in conſideration of the ſaid intended Marriage, and of the Sum of 6000 *l.* of lawful Money of *Great Britain*, therein mentioned to be paid to the ſaid *Charles Criſp*, junior, by the ſaid *Abel Aſh* and *Amy Aſh*, or one of them, with the Conſent and Agreement of the ſaid *Charles Criſp*, ſenior, as and for the Marriage-Portion of the ſaid *Amy Aſh*, and for other the Conſiderations therein mentioned, have conveyed and ſettled the Manor or reputed Manor of *Quigg* with the Appurtenances, and divers Meſſuages, Lands, Tenements and Hereditaments therein particularly mentioned, unto or for the ſeveral Uſes, Intents and Purpoſes therein mentioned, for the Benefit of and in Truſt for the ſaid *Charles Criſp*, junior, and *Amy* his intended Wife, and their Iſſue, in ſuch Manner as in the ſame Indenture is in that Behalf mentioned and expreſſed: Now this Indenture witneſſeth, and in conſideration of the Premiſſes, they the ſaid *Charles Criſp*, junior, and *Amy* his intended Wife do hereby acknowledge, declare and agree, that the ſaid Sum of 6000 *l.* ſo paid to the ſaid *Charles Criſp*, junior as aforeſaid, is and was ſo paid in Lieu and full Satisfaction of and for all ſuch Portions, Sum and Sums of Money, or of her Proviſion, as at any Time or Times heretofore have or hath been made or provided, for or for the Benefit of her the ſaid *Amy Aſh*, or as are or may become due or payable unto her, or unto the ſaid *Charles Criſp* junior, in her Right, by Virtue of or under the aforeſaid

Recital of the Marriage intended, and of her Father's Marriage Settlement.

Another Deed recited, appointing a Sale of Lands, the Money to be divided among the Wife and her Siſters.

Her Grandfather's Will recited,

raiſing a further Intereſt for the Wife.

The Settlement on this Marriage, and of this Date recited; Whereby, in conſideration of the Marriage and Portion the Huſband and his Father ſettled Lands, *&c.*

The intended Huſband and Wife declare the Portion to be in Satisfaction of the recited Proviſions made for her *&c.*

aforeſaid Settlement or Settlements made upon or relating to the Marriage of the ſaid *Abel Aſh* with the ſaid *Emma* his Wife, out of the Lands or Hereditaments of the ſaid *Daniel Aſh*, *Abel Aſh* and *Emma* his Wife, or any of them, by Virtue of the ſaid laſt Will of the ſaid *Daniel Aſh*, or any Legacy or Deviſe therein mentioned or contained, for the Benefit of the ſaid *Amy Aſh* or her Iſſue (other than and except ſuch Right, Benefit or Advantage, as ſhall or may accrew to her, them, or any or either of them, by or under any of the Truſts raiſed or created, in or by the ſaid recited Indenture of the ſecond of *May* 1703. And it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *Charles Criſp* and *Amy* his intended Wife do, and each of them doth for themſelves and each of them, their and each of their Heirs, Executors and Adminiſtrators, and for every of them, covenant, promiſe, grant and agree, to and with the ſaid *Abel Aſh*, his Executors and Adminiſtrators, that all ſuch Eſtate, Right, Title, Benefit or Advantage, either in Lands or in Money, as ſhall at any Time or Times hereafter happen or accrue unto the ſaid *Amy Aſh* in her Life-time, or unto the ſaid *Charles Criſp* junior in her Right, by Virtue of the ſaid Indenture of the ſecond of *May* 1703, or any of the Truſts therein contained, ſhall be veſted in or paid unto the ſaid *Stephen Simms* and *David Dort*, or the Survivor of them, his Executors or Adminiſtrators. And that they the ſaid *Charles Criſp* and *Amy* his intended Wife ſhall and will at any Time or Times hereafter, upon Requeſt to them or either of them in that Behalf made, make, do and execute, or cauſe to be made, done and executed, any ſuch Act, Matter or Thing as ſhall be adviſed or thought neceſſary for the conveying, ſettling and aſſuring the ſame, unto and upon them the ſaid *Stephen Simms* and *David Dort*, or the Survivor of them, his Executors or Adminiſtrators, upon the Truſts, and to and for the Intents and Purpoſes herein after-mentioned, expreſſed or declared, of and concerning the ſame; that is to ſay, Upon Truſt that they the ſaid *Stephen Simms* and *David Dort*, or the Survivor of them, his Executors or Adminiſtrators, ſhall and do as ſoon after the Sale of the Part and Share, Parts and Shares of the Lands or Eſtate coming or accruing to the ſaid *Amy*, by or under the ſaid laſt mentioned Indenture, and Receipt of the Monies ariſing by ſuch Sale or Sales, put or place out the ſame upon Securities at Intereſt, until the ſame can be by them laid out and inveſted in a Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments, in Fee-Simple in Poſſeſſion, in ſome convenient Place or Places within the Realm of *England*, and ſhall and do as ſoon as may be lay out the ſame accordingly; and ſettle, convey and aſſure ſuch Meſſuages, Lands and Hereditaments ſo to be purchaſed therewith, to the Uſe of the ſaid *Charles Criſp* junior for the Term of his natural Life; and from and after the Determination of that Eſtate, to the Uſe of Truſtees to be for that Purpoſe named, and their Heirs during his Life, upon Truſt to ſupport the contingent Uſes and Eſtates herein after limited or mentioned from being defeated or deſtroyed, as in ſuch Caſe is uſual, but nevertheleſs in Truſt to permit the ſaid *Charles Criſp* junior and his Aſſigns to take the Rents and Profits thereof during his Life; and from and after his Deceaſe, then to the Uſe of the ſaid *Amy* his intended Wife, for the Term of her natural Life; and from and after the ſeveral Deceaſes of the ſaid *Charles Criſp* junior and *Amy* his intended Wife, to the Uſe of the firſt, ſecond, third, fourth, and of all and every the Son and Sons of the ſaid *Charles Criſp* junior on the Body of her the ſaid *Amy* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, the Elder of ſuch Sons and the Heirs Male of his Body iſſuing always to be preferred, and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of all and every the Daughters of the ſaid *Charles Criſp* junior on the Body of the ſaid *Amy* his intended Wife to be begotten, to be equally divided amongſt them (if more than one) Share and Share alike as Tenants in Common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Bodies of all and every ſuch Daughters lawfully iſſuing; and in caſe one or more of ſuch Daughters ſhall happen to die without Iſſue of her or their Body or Bodies, then as to the Share or Shares of her or them ſo dying without Iſſue, to the Uſe of the

(with Exception).

And they covenant to veſt the excepted Part in Truſtees.

Upon Truſt

to inveſt in a Purchaſe;

to be ſettled, &c. to the Huſband for Life;

then to Truſtees, to preſerve, &c.

then to the Wife for Life;

Then to firſt and other Sons in Tail Male, ſucceſſively;

then to Daughters, as Tenants in Common in Tail;

Survivors or others of them Share and Share alike, to take as Tenants in Common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of their Bodies lawfully iſſuing; and in caſe all the ſaid Daughters but one ſhall die without Iſſue, or if there ſhall be but one ſuch Daughter, then to the Uſe of ſuch ſurviving or only Daughter, and of the Heirs of her Body lawfully iſſuing; and for Default of all ſuch Iſſue, then to the Uſe of the Survivor of them the ſaid *Charles Criſp* and *Amy* his intended Wife, and of the Heirs and Aſſigns of ſuch Survivor for ever. In which ſaid intended Settlement ſhall be contained a Proviſo or Power to and for the ſaid *Charles Criſp* junior, and after his Deceaſe to and for the ſaid *Amy* his intended Wife, at any Time or Times during their reſpective Lives, by Indenture under their reſpective Hands and Seals, to make Leaſes of the Premiſſes ſo to be purchaſed as aforeſaid, or any Part thereof, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, at the beſt and moſt improved yearly Rent, and under ſuch Limitations as in ſuch Caſe is uſual. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in the mean time, and until the Lands and Eſtate coming or accruing to the ſaid *Amy Aſh* by Virtue of the ſaid Indenture of the ſecond of *May* 1703, ſhall be ſold, the Rents and Profits of the ſame Lands, and alſo the Intereſt and Produce of the Monies ariſing by the Sale thereof (when ſold) until ſuch Monies ſhall be laid out in a Purchaſe or Purchaſes of Lands to be ſettled as aforeſaid, ſhall be from Time to Time paid to and received by ſuch Perſon or Perſons, as and to whom the Rents and Profits of the ſaid Lands and Hereditaments ſo to be purchaſed as aforeſaid (if purchaſed) would for the Time being belong, by Virtue of the Limitations abovementioned and directed. In witneſs, *&c.*

Remainder to the Survivor of Huſband and Wife in Fee. The Settlement to contain a Leaſing Power with Reſtrictions.

Agreement, that till the Eſtate accruing to the Wife be ſold, the Rents, *&c.* to go to Perſons to be intitled under the Purchaſe to be made.

Articles before Marriage, by which the intended Huſband having before agreed to transfer to Truſtees South-Sea *Annuities, now directs the Truſts of them to be inveſted in a Purchaſe of Lands to be ſettled, as more fully in the Margin. Proviſions for Childrens Portions, Maintenance and Education. Directions about Clauſes to be contained in the Settlement.* N° 13.

THIS Indenture tripartite, made the tenth Day of *September Anno Domini* 1715, and in the ſecond Year of the Reign, *&c.* between *Abel Aſh* of the Pariſh of *Bradden* in the County of *Cardigan* Eſq; of the firſt Part, *David Dun* of *Enfield* in the County of *Flint* Eſq; *George Gale* of *Harne* in the County of *Lincoln* Eſq; *Martin Moyle* of *Nuttar* in the ſaid County of *Cardigan* Eſq; and *Peter Aſh* of *Reynes* in the ſaid County of *Lincoln* Eſq; of the ſecond Part, and *Sarah Strut*, Widow and Relict of *Thomas Strut* late of *Vam* in the County of *Wilts* Eſq; deceaſed, of the third Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Abel Aſh* and the ſaid *Sarah Strut*; and whereas in proſpect and conſideration of the ſaid intended Marriage, and for making ſome Proviſion and Settlement upon and for the ſaid *Sarah Strut* for her Life for her Jointure, and alſo ſome Proviſion for the Children and Iſſue of the ſaid intended Marriage, it hath been agreed by and between all the ſaid Parties hereto, and particularly by and between the ſaid *Abel Aſh* and *Sarah Strut*, that he the ſaid *Abel Aſh* ſhould transfer, or procure to be transferred, 10000*l.* *South-Sea* Annuities in the Books of the *South-Sea* Company, unto the ſaid *David Dun*, *George Gale*, *Martin Moyle* and *Peter Aſh*, upon the Truſts and for the Purpoſes herein after-mentioned, expreſſed and declared, of and concerning the ſame, in manner and in the Proportions following; that is to ſay, 7000*l.* Annuities (Part of the ſaid 10000*l.* Annuities) on or before the Day of the Date hereof, and 1000*l.* Annuities (other Part of the ſaid 10000*l.* Annuities) within the Space of twelve Calendar Months next after the Solemnization of the ſaid intended Marriage, and that 2000*l.* Annuities (Reſidue and in full of the ſaid 10000*l.* Annuities) ſhould be ſecured to be transferred in manner herein after mentioned or referred to by the Mortgage herein after mentioned. And whereas in purſuance and Part of Per-

The Parties.

Recital of an intended Marriage between the firſt and third Party; and of an Agreement between the Parties,

that the Huſband ſhould transfer South-Sea Annuities to Truſtees (the Parties on the ſecond Part) by three Inſtalments, and in different Manners;

And that the intended Husband hath transferred the first Sum.

formance of the said recited Agreement, the said *Abel Ash* hath on or before the Day of the Date hereof transferred, or procured to be transferred, the said 7000*l.* *South-Sea* Annuities in the Books of the aforesaid Company, unto the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, as by the said Books may appear: Now this Indenture witnesseth, That in consideration of the said intended Marriage, and for other the Considerations aforesaid, and in farther pursuance of the said recited Agreement, the said *Abel Ash* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, their Executors, Administrators and Assigns, that he the said *Abel Ash*, his Heirs, Executors or Administrators, shall and will, at his or their own proper Costs and Charges, and by and out of his and their own proper Estate, some time within the Space of twelve Calendar Months next after the Solemnization of the said intended Marriage, transfer or procure to be transferred, the said 1000*l.* *South-Sea* Annuities (other Part of the said 10000*l.* Annuities) in the Books of the aforesaid Company, unto them the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, upon the Trusts and for the Purposes herein after mentioned, expressed and declared, of and concerning the same.

The Husband covenants to transfer the second Sum within a Time limited.

Recital of a Deed of this Date, whereby the Husband assigned a Messuage, &c. to the same Trustees for a Term,

And whereas by Indenture tripartite bearing even Date herewith, and made or mentioned to be made between the same Parties as are Parties to these Presents (reciting as therein is recited) the said *Abel Ash*, in farther pursuance of the said Agreement, and for the Considerations in the same Indenture mentioned, hath assigned a Messuage or Tenement, with the Coach-Houses, Buildings, Ground and Appurtenances thereunto belonging or appertaining, or therewith used or enjoyed, situate and being on the West Side of *Yar-street*, and late in the Parish of *Zell* in the said County of *Middlesex*, but now in the said Parish of *Bradden*, and in the Tenure, Possession or Occupation of him the said *Abel Ash*, and all his Term, Estate and Interest therein, unto them the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, their Executors, Administrators and Assigns, by way of Mortgage for the now Residue of a certain Term of ninety-nine Years therein, subject to a Proviso in the same Indenture contained for Redemption of the said Premisses on his the said *Abel Ash*'s, his Heirs, Executors or Administrators transferring, or procuring to be transferred, the said 2000*l.* *South-Sea* Annuities (Residue of the said 10000*l.* Annuities) in the Books of the said *South-Sea* Company, unto them the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or the Survivors or Survivor of them, or the Executors, Administrators or Assigns of such Survivor, within the Space of twelve Calendar Months after the Solemnization of the said intended Marriage, upon the Trusts and for the Purposes in these Presents mentioned, expressed and declared, of and concerning the same Annuities, as by the said Indenture, Relation being thereunto had, may more fully appear: Now this Indenture farther witnesseth, That in consideration of the said intended Marriage, and for making some Provision and Settlement upon and for the said *Sarah Strut* for her Life for her Jointure, in case she shall after the Solemnization of the said intended Marriage happen to survive and outlive the said *Abel Ash* her intended Husband, and also some Provision and Settlement upon and for the Children and Issue of the said intended Marriage, it is hereby declared and agreed by and between all the said Parties to these Presents, and it is the true Intent and Meaning of them and of these Presents, that as well the said 7000*l.* *South-Sea* Annuities so transferred to the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash* as aforesaid, and the said 1000*l.* *South-Sea* Annuities, herein before covenanted and agreed to be transferred to them the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, within the said Space of twelve Calendar Months next after the Solemnization of the said intended Marriage as aforesaid, as also the said 2000*l.* like Annuities, in and by the said Indenture tripartite provided and secured to be transferred to the same Trustees, or the Survivors or Survivor of them, or the Executors, Administrators or Assigns of such Survivor as aforesaid, making together in the whole the said 10000*l.* Annuities, are and were transferred, and covenanted, provided and secured to be transferred respectively, upon this special Trust and Confidence, that they the said *David Dun*, *George Gale*, *Martin Moyle* and *Peter Ash*, or the Survivors or Survivor of them, or such others on whom the Trusts hereby

subject to Redemption on his transferring the Residue of the Annuities,

upon Trust, &c.

Agreement, that the several South-Sea Annuities

are upon Trust;

hereby created concerning the ſame ſhall or may devolve by Virtue of theſe Preſents, ſhall and do, with the Good-liking and Approbation of the ſaid *Abel Aſh* and *Sarah Strut* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, teſtified in Writing under his, her or their Hand or Hands, when and ſo ſoon as a convenient Purchaſe or Purchaſes can be found after the making ſuch reſpective Transfers thereof as aforeſaid, ſell and diſpoſe of as well the ſaid 7000*l.* ſo transferred as aforeſaid, as alſo the ſaid 1000*l.* and 2000*l.* Annuities ſo covenanted and provided and agreed to be transferred as aforeſaid, either together or in Parcels, for the moſt Monies and beſt Price that can be reaſonably had or gotten for the ſame; and ſhall and do thereupon, with all convenient Speed, and with ſuch Approbation as aforeſaid, lay out and diſpoſe of the Monies ariſing by ſuch Sale or Sales, in one or more Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments of an Eſtate of Inheritance in Fee-ſimple in Poſſeſſion, in ſome convenient Place or Places in that Part of *Great Britain* called *England*, and thereupon ſettle, convey and aſſure, or cauſe and procure to be ſettled, conveyed and aſſured, all ſuch Meſſuages, Lands, Tenements or Hereditaments ſo to be purchaſed as aforeſaid, to and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared, of and concerning the ſame reſpectively; that is to ſay, To the Uſe and Behoof of the ſaid *Abel Aſh* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; And from and after the Determination of that Eſtate, then to the Uſe of Truſtees, to be for that Purpoſe named, and their Heirs, during the Life of him the ſaid *Abel Aſh*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after mentioned, limited or directed, from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Abel Aſh* and his Aſſigns, during his natural Life, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit. And from and after his Deceaſe, then as to, for and concerning one full Moiety or Half-Part (the whole in two equal Half-Parts to be divided) of all the ſaid Meſſuages, Lands, Tenements or Hereditaments ſo to be purchaſed as aforeſaid, to the Uſe and Behoof of the ſaid *Sarah Strut* his intended Wife and her Aſſigns, for and during the Term of her natural Life, for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe the ſaid *Sarah Strut* can or may have or claim, of, into or out of all and every or any the Manors, Meſſuages, Lands, Tenements or Hereditaments, whereof the ſaid *Abel Aſh* her intended Huſband now is or hath been, or at any Time hereafter during the ſaid intended Coverture between them, ſhall be ſeiſed of any Eſtate of Freehold or Inheritance. And from and after the Deceaſe of the ſaid *Sarah Strut*, then as to, for and concerning the ſaid Moiety of the ſaid Meſſuages, Lands, Tenements or Hereditaments ſo to be purchaſed as aforeſaid; And from and immediately after the Deceaſe of the ſaid *Abel Aſh*, then as to, for and concerning the other Moiety or Half-Part of the ſame Meſſuages, Lands, Tenements or Hereditaments, To the Uſe and Behoof of all and every, or ſuch one or more of the Children of the ſaid *Abel Aſh* on the Body of the ſaid *Sarah* his intended Wife to be begotten; and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as he the ſaid *Abel Aſh*, at any Time or Times during his Life, by any Deed or Deeds, or Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, publiſhed and declared in the Preſence of three or more credible Witneſſes, ſhall direct, limit, give or appoint the ſame. And in default of ſuch Direction, Limitation, Gift and Appointment, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine; And as to ſuch Part or Parts of the Premiſſes whereof no ſuch Direction, Limitation, Gift or Appointment as aforeſaid ſhall be made, To the Uſe and Behoof of all and every the Children (if more than one) of the ſaid *Abel Aſh* on the Body of the ſaid *Sarah* his intended Wife to be begotten, to be equally divided between them Share and Share alike, to take as Tenants in Common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of

with Approbation of Huſband and Wife, or the Survivor, to be inveſted in a Purchaſe of Lands, to be ſettled

to the Huſband for Life *ſans* Waſte, then to Truſtees, to preſerve, &c.

Then as to a Moiety, to the Wife for Life for her Jointure, in bar of Dower.

Then as to the whole,

to the Children,

as their Father ſhall appoint;

or in his default,

to them in Tail, as Tenants in Common, with Croſs Remainders on any dying without Iſſue,

of the Body and Bodies of all and every ſuch Children. And if one or more of ſuch Children ſhall happen to die without Iſſue of her or their Body or Bodies, then as to the Share or Shares of him, her or them ſo dying without Iſſue, to the Uſe and Behoof of the Survivors or others of them (if more than one) Share and Share alike, to take as Tenants in Common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors or others of them (if more than one). And if all ſuch Children but one ſhall happen to die without Iſſue of their Bodies, or if there ſhall be but one ſuch Child, and that ſuch

If only a Son, to him in Tail;

ſurviving or only Child ſhall be a Son, then to the Uſe and Behoof of ſuch ſurviving or only Child (being a Son) and of the Heirs of his Body. But in caſe ſuch ſurviving or only Child ſhall be a Daughter, then to the Uſe of Truſtees, to be for

If only a Daughter, to Truſtees for a long Term, *ſans* Waſte, upon Truſts after-mentioned.

that Purpoſe named, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of one thouſand Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared, or directed of and concerning the ſame Term. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of one thouſand Years, and ſubject thereto

Remainder to the Huſband in Fee.

and to the Truſts thereof; and alſo for default of all ſuch Iſſue as aforeſaid, then to the Uſe and Behoof of the ſaid *Abel Aſh*, and of his Heirs and Aſſigns for ever.

The Truſt of the Term declared.

And as for and concerning the ſaid Term of one thouſand Years herein before directed to be limited to Truſtees, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is to be and ſhall be ſo limited to them upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared, of

If only a Daughter,

and concerning the ſame Term; that is to ſay, In caſe there ſhall be only one Daughter of the ſaid *Abel Aſh* on the Body of the ſaid *Sarah* his intended Wife to be begotten, and no other Child or Children, or being ſuch other Child or Children, and that all of them (ſave and except one only Daughter) ſhall die without Iſſue of his, her or their Body or Bodies, then upon Truſt that the ſaid Truſtees for the ſaid Term of one thouſand Years, their Executors, Adminiſtrators or Aſſigns, ſhall and do after the Commencement of the ſame Term, and not before or ſooner (unleſs with the expreſs Conſent of the ſaid *Abel Aſh*, teſtified in Writing under his Hand

by Demiſe, Sale, &c.

and Seal) by Demiſe, Sale or Mortgage of the Meſſuages, Lands, Tenements or Hereditaments to be comprized in the ſaid Term of one thouſand Years, or of a competent Part thereof, for all or any Part of the ſame Term, without Prejudiee nevertheleſs to the Jointure and Eſtate for Life of the ſaid *Sarah Strut* of and in that Moiety of the ſaid Premiſſes which is herein after directed to be limited to her for her Life as aforeſaid, and by and with the Rents and Profits of all or any Part of the Premiſſes in the ſame Term to be comprized, in the mean time and until ſuch Demiſe, Sale or Mortgage (without Prejudice as aforeſaid, and over and above ſuch Part of the ſaid Rents and Profits as ſhall be applied for the Maintenance and

to raiſe a Sum

Education of ſuch ſurviving only Daughter, as is herein after mentioned) raiſe and levy, or borrow and take up at Intereſt the Sum of 5000*l.* of lawful Money of *Great Britain*, for the Portion of ſuch ſurviving or only Daughter, and pay the ſame to her

for her Portion, payable at twenty-one or Marriage.

at her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen, if ſuch Time of Payment ſhall happen after the Commencement of the ſaid Term of one thouſand Years; but if before, then within three Calendar Months next after the Commencement of the ſame Term, and not ſooner (unleſs with ſuch Conſent as aforeſaid). And upon this further Truſt, that the ſaid Truſtees for the ſaid Term

And until Portion payable, different yearly Sums at different Ages,

of one thouſand Years, their Executors, Adminiſtrators or Aſſigns, ſhall and do, by and out of the Rents and Profits of the Premiſſes in the ſame Term to be comprized, or any Part thereof (without Prejudice as aforeſaid) in the mean time, from and after the Deceaſe of the ſaid *Abel Aſh*, and until the ſaid Portion of the

for Maintenance and Education.

ſaid ſurviving or only Daughter ſhall become payable as aforeſaid, raiſe, levy and pay for her Maintenance and Education ſuch yearly Sum and Sums of Money, and for ſuch Times as are next herein after mentioned; that is to ſay, till ſhe ſhall attain her Age of ten Years, the yearly Sum of 80*l.* and from and after that

Age, and until ſhe attain her Age of fifteen Years, the yearly Sum of 100*l.* and from and after that Age, and until her ſaid Portion ſhall become payable, the yearly Sum of 200*l.* the ſaid yearly Sum and Sums for the Maintenance and Education of the ſaid ſurviving or only Daughter to be paid to or for her at the four moſt uſual Feaſts or Days of Payment in the Year; that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, Saint *Michael* the Archangel, and the Birth of our Lord Chriſt, by even and equal Portions, free of all Taxes and other Deductions whatſoever. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in ſuch Settlement to be made as aforeſaid, there ſhall be inſerted and contained a Proviſo that no ſuch Demiſe, Sale or Mortgage as aforeſaid, ſhall be made until the ſaid Portion of ſuch ſurviving or only Daughter ſhall become payable; And likewiſe a Proviſo or Proviſoes for ceaſing the ſaid Term of one thouſand Years, when and ſo ſoon as the aforeſaid Truſts thereof ſhall be fully performed, or in caſe the ſame ſhall not ariſe, or that ſuch of the ſaid Truſts as ſhall ariſe ſhall be otherwiſe ſatisfied or provided for, to the Satisfaction and Good-liking of the ſaid Truſtees for the ſame Term, or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, and according to the Purport, true Intent and Meaning of theſe Preſents; And likewiſe a Proviſo and Power to and for the ſaid *Abel Aſh* at any Time or Times during his natural Life, and from and after his Deceaſe to and for the ſaid *Sarah* his intended Wife, at any Time or Times during her natural Life, as and when they ſhall reſpectively come into and be in poſſeſſion of the Premiſſes to be purchaſed and ſettled as aforeſaid, or any Part thereof, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſame Premiſſes, or ſuch Part or Parts thereof whereof they ſhall be in poſſeſſion as aforeſaid, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein, and ſo as in every of the ſaid Leaſes there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſpectively reſerved, and ſo as the Leſſee and Leſſees to whom ſuch Leaſe and Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes. And this Indenture farther witneſſeth, and in conſideration of the ſaid intended Marriage, and for making ſome farther Proviſion for the Children and Iſſue of the ſaid intended Marriage, upon the ſeveral Contingencies, and in manner herein after in that Behalf mentioned, the ſaid *Abel Aſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *David Dun*, *George Gale*, *Martin Moyle* and *Peter Aſh*, their Executors, Adminiſtrators and Aſſigns, that in caſe the ſaid intended Marriage ſhall take effect, and that there ſhall be two, three or four Children of him the ſaid *Abel Aſh* on the Body of the ſaid *Sarah* his intended Wife to be begotten, which ſhall attain the Age of ſeven Years; Then, and as any of the ſaid Caſes ſhall happen (or ſo ſoon after as may be) the ſaid *Abel Aſh*, his Heirs, Executors or Adminiſtrators ſhall and will transfer, or procure to be transferred in the ſaid Books of the ſaid *South-Sea* Company, unto them the ſaid *David Dun*, *George Gale*, *Martin Moyle* and *Peter Aſh*, or the Survivors or Survivor of them, or ſuch others on whom the Truſts firſt herein before created ſhall or may devolve by Virtue of theſe Preſents, and the Proviſo herein after in that Behalf contained, ſuch and ſo many more additional *South-Sea* Annuities, and at ſuch Times and in ſuch Proportions, and upon ſuch Intents and for ſuch Purpoſes, as are herein after in that Behalf mentioned (over and above the ſaid 10000*l.* Annuities ſo transferred, or provided and covenanted to be transferred as aforeſaid); that is to ſay, when and ſo often as there ſhall be two ſuch Children which ſhall have attained the ſaid Age of ſeven Years, or ſo ſoon after as may be, then 1000*l.* more *South-Sea* Annuities; and when and ſo ſoon as there ſhall be three ſuch Children which ſhall have attained the ſaid Age of ſeven Years, or ſo ſoon after as may be, then 1500*l.* more of like Annuities, beſides the ſaid 1000*l.* and when and ſo ſoon as there ſhall be four ſuch Children

The Settlement to contain a Proviſo not to demiſe, &c. till Portion payable; and another Proviſo for ceaſing the Term on Performance of the Truſts, &c.

And a Leaſing Power to Huſband and Wife reſpectively and ſucceſſively, with Reſtrictions,

as to the Term,

Rent,

without Fine,

not *ſans* Waſte;

with Clauſe of Re-entry on Non-payment of Rent, and Tenants to execute Counterparts.

The Huſband covenants, in caſe of two or more Children,

to transfer to the Truſtees

more South-Sea Annuities,

viz. in proportion to the Number of Children, who attain the Age of ſeven Years;

which ſhall have attained the ſaid Age of ſeven Years, then 500*l.* more of like Annuities, beſides the ſaid 1000*l.* and 1500*l.* And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that the ſaid ſeveral additional Annuities of 1000*l.* 1500*l.* and 500*l.* ſo covenanted to be transferred upon the reſpective Contingencies aforeſaid, or ſuch of them as ſhall become due and transferrable, according to the Purport, true Intent and Meaning of theſe Preſents, and the Covenant and Agreement laſt herein before contained, are to be and ſhall be ſo transferred upon this ſpecial Truſt and Confidence, that they the ſaid *Davin Dun*, *George Gale*, *Martin Moyle* and *Peter Aſh*, or the Survivors or Survivor of them, or ſuch others on whom the ſaid Truſts firſt herein before created ſhall and may devolve by Virtue of theſe Preſents, ſhall and do, with the Good-liking and Approbation of the ſaid *Abel Aſh* and *Sarah* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivors, teſtified as aforeſaid, when and ſo often after the ſaid ſeveral additional *South-Sea* Annuities ſhall be reſpectively transferred as aforeſaid, as a convenient Purchaſe or Purchaſes can be found, ſell and diſpoſe of the ſame additional Annuities, or ſuch of them as ſhall be ſo transferred, either together or in Parcels, for the moſt Monies and beſt Price that can be reaſonably had or gotten for the ſame; and ſhall and do thereupon, with all convenient Speed, and with ſuch Approbation as aforeſaid, lay out and diſpoſe of the Monies ariſing by ſuch Sale or Sales, in one or more Purchaſe or Purchaſes of ſuch and the like Freehold Meſſuages, Lands, Tenements or Hereditaments as are firſt herein before mentioned, and thereupon ſettle, convey and aſſure, or cauſe and procure to be ſettled, conveyed and aſſured, all ſuch Meſſuages, Lands, Tenements or Hereditaments ſo to be purchaſed as is laſt mentioned, to, for and upon ſuch and the ſame or the like Uſes, Truſts, Intents and Purpoſes, and under and ſubject to ſuch and the ſame or the like Powers, Proviſoes, Limitations and Agreements as are herein before limited, expreſſed and declared, or directed of and concerning the Meſſuages, Lands, Tenements or Hereditaments to be purchaſed with the Monies ariſing by Sale of the ſaid 10000*l.* Annuities as aforeſaid, or as near thereto as may be, and the Deaths of Perſons will admit (ſave and except and excluſive of the ſaid Uſe and Eſtate to the ſaid *Sarah Strut* for her Life as aforeſaid) it being the true Intent and Meaning of theſe Preſents, and of all the ſaid Parties thereto, that no Part of the Premiſſes to be purchaſed with the Monies ariſing by Sale of the ſaid additional Annuities ſhall be limited to her the ſaid *Sarah Strut* for her Life. And it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *David Dun*, *George Gale*, *Martin Moyle* and *Peter Aſh*, or the Survivors or Survivor of them, or ſuch others on whom the Truſts hereby created in relation to the ſaid *South-Sea* Annuities ſhall or may devolve by Virtue of theſe Preſents (with the Conſent and Approbation of the ſaid *Abel Aſh* and *Sarah* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, teſtified as aforeſaid) in the mean time, and before and until ſuch Purchaſe or Purchaſes ſhall be reſpectively made as aforeſaid, to ſell and diſpoſe of all or any Part or Parts of the ſaid *South-Sea* Annuities, tranſferred and to be transferred as aforeſaid, and from time to time to lend and place out the Monies ariſing by ſuch Sale or Sales, or other Diſpoſition, as alſo any Sum or Sums of Money which ſhall or may be paid, in, of, for or on account of the Principal or the Capital of the ſaid Annuities, or any Part thereof, upon any publick or private Security or Securities at Intereſt, or to lay out and inveſt the ſame or any Part thereof in the Purchaſe of Stock in the Bank of *England*, *South-Sea* Company or *Eaſt-India* Company, or of *South-Sea* Annuities, or of other Publick Stocks or Funds, with ſuch Approbation as aforeſaid, and ſubject to the Truſts afore-mentioned; and from time to time to call and receive in ſuch Monies ſo lent or placed out on Securities as aforeſaid, or to ſell and diſpoſe of ſuch Stocks, Annuities or Funds ſo to be purchaſed as aforeſaid, or any Part thereof, and again to lend, place out or inveſt the ſame Monies or any Part thereof in manner aforeſaid, as often as they ſhall think fit, with ſuch Approbation as aforeſaid, and ſubject to the reſpective Truſts before-mentioned. And it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that as to the ſaid 7000*l.* *South-Sea* Annuities ſo transferred as aforeſaid, in the mean time and until

upon Truſt,

with Approbation of Husband and Wife, or the Survivor,

to ſell,

and inveſt in a Purchaſe,

and ſettle

upon like Truſts, &c. *ut ſupra*,

as to the Capital Sum, except the Uſe for Life to the Wife.

Agreement that the Truſtees,

with Conſent *ut ſupra*, may until a Purchaſe bemade, ſell any of the South-Sea Annuities, and place out the Money at Intereſt, &c.

ſubject to the Truſts, and ſo *toties quoties*.

Agreement, that the Profits in themean Time ſhall go

the ſame ſhall be ſold and diſpoſed of for the Purpoſes aforeſaid, and as to the ſaid other *South-Sea* Annuities ſo to be reſpectively transferred as aforeſaid, in the mean time from and after the ſame ſhall be ſo reſpectively transferred, and until the ſame ſhall be likewiſe ſold and diſpoſed of for the Purpoſes aforeſaid, and from and after all or any of the aforeſaid ſeveral Annuities ſhall be ſo ſold and diſpoſed of, and until the Monies ariſing by ſuch reſpective Sales or Sale, or other Diſpoſition, ſhall be laid out and inveſted in ſuch reſpective Purchaſe or Purchaſes of Meſſuages, Lands, Tenements or Hereditaments ſo to be ſettled as aforeſaid, all the clear yearly Dividends, Intereſt, Profits and Produce that ſhall be made of the ſame Annuities and Monies, every or any Part thereof, or of any other Stocks, Annuities or Funds, in the Purchaſe whereof the ſaid Monies or any Part thereof ſhall be laid out and inveſted as aforeſaid, ſhall be from time to time paid to and received by ſuch Perſon or Perſons, as and to whom the Rents and Profits of the Meſſuages, Lands, Tenements or Hereditaments to be purchaſed as aforeſaid (if purchaſed and ſettled) would for the Time being belong or appertain by Virtue of theſe Preſents, and the Uſes and Limitations of the ſame Premiſſes reſpectively above-mentioned or directed. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid *David Dun*, *George Gale*, *Martin Moyle* and *Peter Aſh*, or any of them, ſhall happen to die, or be minded and deſirous to quit and be diſcharged of and from the Truſts hereby in them repoſed as aforeſaid, at any Time or Times before the ſaid Truſts ſhall be fully executed and performed, then and in any ſuch Caſe, and when and ſo often as the ſaid *Abel Aſh* and *Sarah* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall be minded to change the ſaid Truſtees, or any of them, it ſhall and may be lawful to and for the ſaid *Abel Aſh* and *Sarah* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, by any Writing or Writings under his, her or their Hands and Seals, or Hand and Seal, atteſted by two or more credible Witneſſes, to nominate, ſubſtitute or appoint any other Perſon or Perſons to be Truſtee or Truſtees for the Purpoſes aforeſaid, in the Place and Stead of them the ſaid *David Dun*, *George Gale*, *Martin Moyle* and *Peter Aſh*, or ſuch of them who ſhall ſo happen to die, or be minded and deſirous to quit and be diſcharged of and from the aforeſaid Truſts, and ſo from time to time as often as there ſhall be Occaſion, to nominate, ſubſtitute or appoint any other Perſon or Perſons to be a Truſtee or Truſtees, in manner and for the Purpoſes aforeſaid, in the Place and Stead of the ſaid preſent or any ſucceeding or other Truſtee or Truſtees, who ſhall ſo happen to die, or be deſirous to quit and be diſcharged of and from the aforeſaid Truſts. And that when and ſo often as any new Truſtee or Truſtees ſhall be nominated or appointed as aforeſaid, the ſaid Annuities or Truſt-Monies, or ſo much thereof as ſhall be then undiſpoſed of as aforeſaid, and all Security and Securities for the ſame, or any Part thereof, and all Stocks or Funds in which the ſame or any Part thereof ſhall be then inveſted, ſhall be thereupon with all convenient Speed aſſigned and transferred, ſo and in ſuch ſort as that the ſame ſhall be legally and effectually veſted in the ſurviving or continuing former Truſtee or Truſtees, and in ſuch new Truſtee or Truſtees, upon the Truſts aforeſaid; And that every ſuch new Truſtee or Truſtees ſhall and may, from and after he or they ſhall be ſo nominated or appointed as aforeſaid, act in the Management, Carrying on and Execution of the ſeveral and reſpective Truſts aforeſaid, every or any of them, as fully and effectually in all Reſpects, and to all Intents and Purpoſes, as if he or they had been originally in and by theſe Preſents nominated or appointed a Truſtee or Truſtees for the Purpoſes aforeſaid, any thing herein before contained to the contrary notwithſtanding. And it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *David Dun*, *George Gale*, *Martin Moyle* and *Peter Aſh*, or any of them, or any new or other Truſtee or Truſtees to be nominated or appointed as aforeſaid, or any of them, their or any of their Executors or Adminiſtrators, ſhall not be charged or chargeable with or accountable for any more of the ſaid Truſt-Monies and Premiſſes than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſame Monies and Premiſſes, or any Part thereof, ſo as ſuch Loſs happen without their wilful Defaults; nor any one of them for the other or others of them, or for

as the Profits of the Lands, when purchaſed.

Proviſo for filling up the Number of, or changing Truſtees.

The Annuities, &c. to be transferred, &c. to the new Truſtees,

upon the ſame Truſts,

and with like Powers.

Truſtees to be accountable only for what they receive reſpectively, &c.

and may deduct their Charges.

for the Acts, Deeds, Receipts or Defaults, the one of the others or other of them, but each of them only for his own Acts, Deeds, Receipts and Defaults; and alſo that it ſhall and may be lawful to and for them the ſaid *David Dun*, *George Gale*, *Martin Moyle* and *Peter Aſh*, and ſuch new and other Truſtee or Truſtees to be nominated or appointed as aforeſaid, and each and every of them, their, and each and every of their Heirs, Executors and Adminiſtrators, in the firſt place by and out of the ſaid Truſt-Premiſſes, to deduct and reimburſe him and themſelves reſpectively all ſuch Loſs, Coſts, Charges and Expences, as he, they, or any of them ſhall reſpectively ſuſtain, expend or be put unto, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. In witneſs whereof the ſaid Parties to theſe Preſents have hereunto ſet their Hands and Seals, the Day and Year firſt above written.

N° 14. *Articles before the Marriage, of a Daughter of a Freeman of* London. *Her Father covenants to pay a Sum, in lieu of all Portions, the Cuſtom,* &c. *and the Huſband to pay the like Sum. Theſe Monies to be inveſted by Truſtees in a Purchaſe of Lands to be ſettled, as in the Margin. Directions for Clauſes in the Settlement. Proviſion for placing the Money at Intereſt, till Purchaſe made. Indemnity,* &c. *to the Truſtees. Eventual Proviſions for the Wife, in different Caſes.*

THIS Indenture quadrupartite, made the fifth Day of *February Anno Domini* 1722, and in the ninth Year of the Reign of our Sovereign Lord *George*, &c.

The Parties.

between Sir *Alfred Alkin* of *Betten* in the County of *Middleſex* Knt. of the firſt Part, *Denzil Due* of *Betten* aforeſaid Eſq; of the ſecond Part, *Ezekiel Eldred* Eſq; Son and Heir Apparent of Sir *Ezekiel Eldred* Bart. and *Fulk Fiſh* of *London* Merchant, of the third Part, and *Gertrude Alkin* Spinſter, Daughter of the ſaid Sir *Alfred Alkin*, of the fourth Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Denzil Due* and the ſaid *Gertrude Alkin:* Now this Indenture witneſſeth, That the ſaid Sir *Alfred Alkin*, in conſideration of the ſaid intended Marriage, and of the Covenants and Agreements herein after contained on the Part and Behalf of the ſaid *Denzil Due*, doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Ezekiel Eldred* and *Fulk Fiſh*, their Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhall take effect, he the ſaid Sir *Alfred Alkin*, his Heirs, Executors or Adminiſtrators ſhall and will, immediately upon or before the Solemnization thereof, well and truly pay, or cauſe to be paid, unto the ſaid *Ezekiel Eldred* and *Fulk Fiſh*, their Executors or Adminiſtrators, the full and juſt Sum of 4000*l.* of lawful Money of *Great Britain*, for the Marriage-Portion of the ſaid *Gertrude*, and of all Portion and Portions, and other Proviſion whatſoever, either in Lands and Tenements, or Monies, which at any Time or Times heretofore have or hath been provided or agreed to be raiſed or ſettled, for or for the Benefit of the ſaid *Gertrude*, by the ſaid Sir *Alfred Alkin*, by any Deed or Settlement whatſoever, or which ſhe can or may have or claim, of, in, to or out of the Eſtate of the ſaid Sir *Alfred Alkin*, by Virtue of the Cuſtom of the City of *London* whereof he is a Freeman; which ſaid Sum of 4000*l.* is to be diſpoſed of and applied in ſuch Manner, and for ſuch Intents and Purpoſes, as are herein after mentioned, expreſſed and declared, of and concerning the ſame. And the ſaid *Denzil Due*, in conſideration of the ſaid intended Marriage, and of the ſaid Covenant and Agreement herein before mentioned on the Part and Behalf of the ſaid Sir *Alfred Alkin*, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Ezekiel Eldred* and *Fulk Fiſh*, their Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhall take effect, he the ſaid *Denzil Due*, his Heirs, Executors or Adminiſtrators ſhall and will, immediately upon or before the Solemnization thereof, well and truly pay, or cauſe to be paid, unto the ſaid *Ezekiel*

Recital of a Marriage intended, between the ſecond and fourth Party.

The Woman's Father covenants with the Truſtees to pay a Sum for a Portion,

in full of all Portions, by Settlement,

or the Cuſtom of *London*,

to be applied as after mentioned.

The Huſband covenants with the Truſtees to pay them the like Sum, to be applied as after mentioned;

Eldred and *Fulk Fiſh*, their Executors and Adminiſtrators, the like Sum of 4000*l.* of lawful Money of *Great Britain*, to be diſpoſed of and applied in ſuch Manner, and for ſuch Intents and Purpoſes, as are herein after mentioned, expreſſed and declared, of and concerning the ſame. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that the ſaid ſeveral Sums of 4000*l.* and 4000*l.* (making together the Sum of 8000*l.* ſo covenanted and agreed to be paid to the ſaid *Ezekiel Eldred* and *Fulk Fiſh*, their Executors or Adminiſtrators as aforeſaid, are to be ſo paid to them upon this ſpecial Truſt and Confidence, and to the Intent that they the ſaid *Ezekiel Eldred* and *Fulk Fiſh*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and do (with the Good-liking and Approbation of the ſaid Sir *Alfred Alkin* and *Denzil Due*, or their reſpective Executors or Adminiſtrators) forthwith, or ſo ſoon as conveniently may be after the Solemnization of the ſaid intended Marriage, lay out and diſpoſe of the ſame in a Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments of an Eſtate of Inheritance in Fee-Simple in Poſſeſſion, in ſome convenient Place or Places within that Part of *Great Britain* called *England*, and thereupon ſettle, convey and aſſure, or cauſe and procure to be ſettled, conveyed and aſſured, all ſuch Meſſuages, Lands, Tenements and Hereditaments ſo to be purchaſed as aforeſaid, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the Proviſoes, Limitations and Agreements herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, To the Uſe of the ſaid *Denzil Due* during the Term of his natural Life, without Impeachment of or for any manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of Truſtees (to be for that Purpoſe named) and their Heirs, during the Life of the ſaid *Denzil Due*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited or mentioned from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Denzil Due* and his Aſſigns during his natural Life, to receive and take the Rents and Profits thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Gertrude* his intended Wife, for and during the Term of her natural Life, in full for her Jointure, and in Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all or any of the Meſſuages, Lands or Hereditaments, whereof the ſaid *Denzil Due* her intended Huſband now is, or during the Coverture between them ſhall be, ſeiſed of any Eſtate of Freehold and Inheritance; and alſo in Lieu, Bar and Satisfaction of and for all ſuch Part, Share or Intereſt, as ſhe the ſaid *Gertrude* can or may have or claim, of, in, to or out of the Perſonal Eſtate of the ſaid *Denzil Due*, by Virtue of the Statute for Diſtribution of Inteſtates Eſtates, or the Cuſtom of the City of *London*, or otherwiſe howſoever (except what ſhe may have or claim by Virtue of the three ſeveral and reſpective Proviſoes herein after contained, and alſo except ſuch Part or Parts of his Eſtate as he the ſaid *Denzil Due* ſhall freely and voluntarily give her by his laſt Will and Teſtament, or otherwiſe); and from and after the ſeveral Deceaſes of them the ſaid *Denzil Due* and *Gertrude* his intended Wife, and the Deceaſe of the Survivor of them, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Denzil Due* on the Body of the ſaid *Gertrude* his intended Wife to be begotten; and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and of all and every other the Son and Sons of the Body of the ſaid *Denzil Due* on the Body of the ſaid *Gertrude* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of all and every the Daughter and Daughters of the Body of the ſaid *Denzil Due* on the Body of the ſaid *Gertrude* his intended Wife lawfully to be begotten,

viz. to be laid out in a Purchaſe of Lands, &c.

to be ſettled to the Uſe of the Huſband for Life, *ſans* Waſte.

Then to Truſtees, to preſerve, &c.

Then to the Uſe of the Wife for Life, for Jointure, in Bar of Dower,

and of her diſtributory Share, and of the Cuſtom of *London*

(Except as after, and his Will):

Then to the firſt and other Sons of the Marriage in Tail Male ſucceſſively;

Then to the Daughters of the Marriage in Tail, as Tenants in Common,

to be equally divided between them (if more than one) Share and Share alike, as Tenants in Common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter or Daughters; And in caſe one or more of ſuch Daughters ſhall happen to die without Iſſue of her or their Body and Bodies, then as to the Share and Shares of her or them ſo dying without Iſſue, to the Uſe and Behoof of the Survivors or others of them, Share and Share alike, as Tenants in Common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors, or others of them; And if all the ſaid Daughters but one ſhall happen to die without Iſſue of their Bodies, or if there ſhall be but one ſuch Daughter, then to the Uſe of ſuch only Daughter, and of the Heirs of her Body; And for Default of all ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Denzil Due*, and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. In which ſaid Settlement ſhall be contained a Proviſo or Power for the ſaid *Denzil Due* at any Time during his Life, and after his Deceaſe to and for the ſaid *Gertrude Alkin* his intended Wife, at any Time during her Life, by Indenture under their reſpective Hands and Seals, to make Leaſes of the Premiſſes ſo to be purchaſed as aforeſaid, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years, in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof reſpectively the moſt and beſt improved yearly Rent that can be reaſonably had or gotten for the ſame, without taking any Sum or Sums of Money, or other Things by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved, and ſo as Counterparts be taken of ſuch Leaſe and Leaſes. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Ezekiel Eldred* and *Fulk Fiſh*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, in the mean time and until the ſaid Sum of 8000*l.* ſhall be laid out in a Purchaſe or Purchaſes as aforeſaid, from time to time to lend and place out the ſame, or any Part thereof, upon any Publick or Private Security or Securities, at Intereſt, or lay out and inveſt the ſame or any Part thereof in the Purchaſe of Stock in the Bank of *England*, *South-Sea* Company or *Eaſt-India* Company, with the Good-liking and Approbation of the ſaid Sir *Alfred Alkin* and *Denzil Due*, or their reſpective Executors or Adminiſtrators, and from time to time to call in ſuch Monies ſo lent or placed out on Securities as aforeſaid, to ſell or diſpoſe of ſuch Stock ſo to be purchaſed as aforeſaid, or any Part thereof, and again to lend, place out or inveſt the ſame, or any Part thereof in manner aforeſaid, as often as they ſhall think fit, with ſuch Approbation as aforeſaid. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in the mean time and until the ſaid Sum of 8000*l.* ſhall be laid out in a Purchaſe of Meſſuages, Lands, Tenements or Hereditaments as aforeſaid, all the Intereſt, Proceed and Produce that ſhall be made thereof, ſhall be from time to time paid to and received by ſuch Perſon or Perſons, as and to whom the Rents and Profits of the Premiſſes ſo to be purchaſed as aforeſaid (if purchaſed) would for the Time being belong or appertain, by Virtue of the Uſes and Limitations above-mentioned. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *Ezekiel Eldred* and *Fulk Fiſh*, their Executors or Adminiſtrators, or any of them, ſhall not be charged or chargeable with or accountable for any more Monies than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſaid Monies or any Part thereof, ſo as the ſame happen without their wilful Dafault, nor the one of them for the other of them, or for the Acts, Deeds, Receipts or Diſburſements, the one of the other, but each of them only for his own Acts, Deeds, Receipts and Diſburſements. And alſo that it ſhall and may be lawful to and for the ſaid *Ezekiel Eldred* and *Fulk Fiſh*, their Heirs, Executors and Adminiſtrators, and every of them, in the firſt place, by and out of the Premiſſes to deduct and reimburſe themſelves all ſuch Loſs, Coſts, Damages and Expences, as they and every or any of them ſhall ſuſtain

with Croſs Remainders;

Then to the Huſband in Fee.

The Settlement to contain a Leaſing Power to Huſband and Wife ſucceſſively.

with Reſtrictions as to Rent, *ſans* Fine,

not *ſans* Waſte.

A Clauſe of Re-entry, for Non-payment of Rent.

Agreement, that in the mean time the Truſtees may place the Money at Intereſt, *&c.*

with Approbation, *&c.*

The Produce to go as the Rents of Lands, when purchaſed.

Truſtees not accountable for more than they receive, nor with Loſſes, without wilful Default;

nor one for the other.

Truſtees may deduct their Expences, *&c.*

or be put unto, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. Provided always, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in caſe the ſaid intended Marriage ſhall take effect, and the ſaid *Denzil Due* ſhall happen to die in the Life-time of the ſaid *Gertrude Alkin* his intended Wife, and that there be no Iſſue between them living or in *Ventre ſa Mere* at the Time of his Deceaſe, which ſhall be afterwards born alive, then and in ſuch Caſe ſhe the ſaid *Gertrude* ſhall and may have, claim and enjoy, to her, her Heirs, Executors and Adminiſtrators reſpectively, to and for her and their own reſpective Uſe and Benefit (over and above her aforeſaid Jointure) one full Third Part (the whole in three equal Parts to be divided) not only of the ſaid Principal Sum of 8000*l.* or the Lands and Tenements to be purchaſed therewith, from and after the Deceaſe of the ſaid *Gertrude*, but alſo of all and every other the Lands, Tenements and Hereditaments, Monies, Goods, Chattels and Perſonal Eſtate, which the ſaid *Denzil Due*, or any other in Truſt for him, ſhall be ſeiſed or poſſeſſed of, or intitled unto at the Time of his Deceaſe (except his Meſſuages, Lands and Tenements at *Hock* in the County of *Kent*, whereof he is now ſeiſed or poſſeſſed for his Life, with divers Remainders over, by Virtue of a Settlement made thereof by *Lewis Due*, Gent. deceaſed, late Uncle of the ſaid *Denzil Due*. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in caſe the ſaid intended Marriage ſhall take effect, and the ſaid *Denzil Due* ſhall happen to die in the Life-time of the ſaid *Gertrude* his intended Wife, and that there ſhall be Iſſue between them only one Child or two Children, and no more living or in *Ventre ſa Mere* at the Time of his Deceaſe, and which ſhall be afterwards born alive, then and in ſuch Caſe ſhe the ſaid *Gertrude* ſhall and may have, claim and enjoy, to her, her Heirs, Executors and Adminiſtrators reſpectively, to and for her and their own reſpective Uſe and Benefit (over and above her aforeſaid Jointure) one full Third Part (the whole in three equal Parts to be divided) of all and every the Lands, Tenements and Hereditaments, Monies, Goods, Chattels and Perſonal Eſtate which the ſaid *Denzil Due*, or any others in Truſt for him, ſhall be ſeiſed or poſſeſſed of or intitled unto at the Time of his Deceaſe (Except the ſaid Principal Sum of 8000*l.* and the Remainder and Inheritance of the Meſſuages, Lands, Tenements or Hereditaments ſo to be purchaſed as aforeſaid, expectant on the Death of the ſaid *Gertrude*; and alſo except his ſaid Meſſuage, Lands and Tenements at *Hock* aforeſaid). Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, That in caſe the ſaid intended Marriage ſhall take effect, and the ſaid *Denzil Due* ſhall happen to die in the Life-time of the ſaid *Gertrude* his intended Wife, and that there ſhall be Iſſue between them three or more Children living, or in *Ventre ſa Mere* as aforeſaid, at the Time of his Deceaſe, then and in ſuch Caſe ſhe the ſaid *Gertrude* ſhall and may claim and enjoy, to her, her Heirs, Executors and Adminiſtrators reſpectively, to and for her and their own reſpective Uſe and Benefit (over and above her aforeſaid Jointure) only one full Fifth Part (the whole in five equal Parts to be divided) of all and every the Lands, Tenements and Hereditaments, Monies, Goods, Chattels and Perſonal Eſtate which the ſaid *Denzil Due*, or any other in Truſt for him, ſhall be ſeiſed or poſſeſſed of or intitled unto at the Time of his Deceaſe (except the ſaid Principal Sum of 8000*l.* and the Remainder and Inheritance of the Meſſuages, Lands, Tenements or Hereditaments ſo to be purchaſed as aforeſaid, expectant on the Death of the ſaid *Gertrude*; and alſo except his ſaid Real Eſtate at *Hock* aforeſaid). And the ſaid *Denzil Due* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Ezekiel Eldred* and *Fulk Fiſh*, their Executors and Adminiſtrators, that as any of the Contingencies in the ſaid three laſt mentioned Proviſoes expreſſed ſhall happen to ariſe, the Heirs, Executors and Adminiſtrators of him the ſaid *Denzil Due* ſhall and will thereupon convey, aſſign and make over unto and to the Uſe of, or in Truſt for the ſaid *Gertrude Alkin*, her Heirs, Executors and Adminiſtrators reſpectively, a Third Part or a Fifth Part (as the Caſe may

if the Huſband die, living the Wife, *ſans* Iſſue, living, &c.

ſhe may claim a Third of the Money, Land, &c.

of which he dies ſeiſed, &c. (with Exception).

If the Huſband die, living the Wife, and there be only one or two Children,

ſhe ſhall have a Third of his Money and Lands,

except the before excepted, and the purchaſed Lands, or Money to be inveſted, &c.

If the Huſband die, living the Wife, and there be three or more Children,

ſhe ſhall have a Fifth, &c.

except as laſt before.

The Huſband covenants

that as any of the three Contingencies take place, his Heirs, &c. ſhall convey, &c. accordingly,

may be) of ſuch his ſaid Real and Perſonal Eſtate as aforeſaid (except as in the ſaid reſpective Proviſoes is excepted or mentioned to be excepted reſpectively). In witneſs, *&c.*

N° 15. *A Conveyance before Marriage by the intended Wife, to the Huſband and his Truſtee, of a Mortgage in Fee, in part of her Portion.*

The Parties.

THIS Indenture made, *&c.* between Dame *Anne Aſh* of *Bruton* in the County of *Cambridge*, of the one Part, and *Dennis Dent* of, *&c.* Eſq; and *Edmund Ellis* of *London* Eſq; of the other Part.

Indentures of Leaſe and Releaſe recited;

Whereas by Indenture of Leaſe and Releaſe, the Leaſe bearing Date the fifth, and the Releaſe the ſixth Day of *Auguſt* which was in the Year of our Lord 1725, the Releaſe being quadrupartite, and made or mentioned to be made between *Francis Fell* the Elder, of *Getten* in the County of *Huntingdon*, Builder, and *Joan* his Wife, and *Francis Fell* the Younger, of *Kirkall* in the ſaid County of *Huntingdon*, Gent. eldeſt Son and Heir apparent of the ſaid *Francis Fell* the Elder of the firſt Part, *Lewis Lant* of *Marran* in the County of *Cambridge*, Brick-maker, of the ſecond Part, *Nahum Norris* late of *Orwend* in the ſaid County of *Huntingdon*, and then of *Purrow* in the ſame County, Yeoman, of the third Part, and the ſaid Dame *Anne Aſh*, of the fourth Part,

whereby Ground and Meſſuages, *&c.*

All that Garden or Piece of Ground incloſed with a Brick Wall, containing by Eſtimation two Acres, more or leſs, then or then late in the Occupation of *Richard Roll*, abutting South-Eaſt on a Slip of Ground then in the Poſſeſſion of the ſaid *Francis Fell* the Elder, North on *Samsfield*, Eaſt on a Piece of Arable Land ſold to *Titus Treby*, and then in the Tenure of the ſaid *Richard Roll*, and Weſt upon the High Way leading to *Vam*, with the two Coach-Houſes and two Stables lately built thereon, then or then late in the Poſſeſſion of *William Wall*, Eſq; and alſo all that Piece or Parcel of Ground containing three Roods, be the ſame more or leſs, being Part of Half an Acre formerly in the Tenure of *Xerxes Xoll*; and alſo all thoſe ſeveral Meſſuages or Tenements, Buildings and Premiſſes by the ſaid *Francis Fell* erected and built, and then erecting and Building; (that is to ſay) All that Meſſuage or Tenement and Stable then or then late in the Tenure or Occupation of *Zacheus Zouch*, and then late in the Occupation of *Andrew Allen*, and thentofore of *Bernard Bray*; and all that Meſſuage or Tenement then or then late in the Tenure or Occupation of *Charles Crew* [*Here follow more Parcels*];

General Words.

and all thoſe two ſmall Meſſuages or Tenements then begun and then in building, and all and every the Buildings, Outhouſes, Yards, Gardens, Courts, Ways, Paths, Paſſages, Waters, Watercourſes, Lights, Eaſements, Profits, Commodities, Emoluments and Appurtenances whatſoever, to all and ſingular the ſaid Premiſſes, or any Part or Parcel thereof belonging or appertaining, or therewith held, uſed, occupied or enjoyed, as Part, Parcel or Member thereof, or appurtenant thereunto; All which ſaid Premiſſes are ſituate, lying and being in *Getten* aforeſaid in the ſaid County of *Huntingdon*; and alſo all other the Freehold Meſſuages, Lands and Tenements, Ground and Hereditaments whatſoever, of him the ſaid *Francis Fell* the Elder or *Francis Fell* the Younger, or whereof or wherein any Perſon or Perſons, in Truſt for him the ſaid *Francis Fell* the Elder or *Francis Fell* the Younger, then was or were ſeiſed, ſituate, lying or being in the Fields, Precincts, Territories, Liberties, or Pariſh of *Getten* in the County of *Huntingdon*, and all Ways, Waters, Water-courſes, Lights, Eaſements, Commons, Privileges, Profits, Emoluments, Commodities, Hereditaments and Appurtenances whatſoever, to all and ſingular the ſaid Premiſſes belonging or in any wiſe appertaining, or therewith then or at any Time thentofore uſually held, occupied or enjoyed, or accepted, reputed, deemed or taken, as Part, Parcel or Member thereof, or appertaining thereunto; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits, and all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Truſt, Property, Benefit, Claim and Demand whatſoever, of them the ſaid *Lewis Lant*, *Nahum Norris*, *Francis Fell* the Elder and *Joan* his Wife, and *Francis Fell* the Younger, of, in, to or out of the ſaid Premiſſes, or any Part thereof (except as therein is excepted) were for the Conſideration of 5000*l.* by the ſaid Dame *Anne Aſh* paid, as in the ſaid Indenture of Releaſe is mentioned, granted and conveyed to the ſaid Dame *Anne Aſh*

and her Heirs, to the Uſe of the ſaid Dame *Anne Aſh* and her Heirs, ſubject to a Proviſo or Agreement for the Redemption of the Premiſſes, on Payment of the ſaid Principal Sum of 500*l.* with Intereſt, unto the ſaid Dame *Anne Aſh*, her Executors or Adminiſtrators, at the Days and Times in the ſaid Indenture of Releaſe mentioned. And whereas by ſeveral Indorſements made upon the ſaid Indenture of Releaſe all and ſingular the Premiſſes are charged with the Payment of the farther Sum of 800*l.* and Intereſt to the ſaid Dame *Anne Aſh*, her Executors or Adminiſtrators, ſo that the Principal Sum of 5800*l.* with Intereſt by the ſaid recited Mortgage is ſecured to the ſaid Dame *Anne Aſh*; And whereas there is a Marriage by the Grace of God ſhortly hereafter intended to be had and ſolemnized between the ſaid *Dennis Dent* and the ſaid Dame *Anne Aſh*, and it hath been agreed, that in caſe the ſaid intended Marriage ſhall take effect, the ſaid *Dennis Dent* ſhall have and receive all the Money due and to grow due upon the ſaid recited Mortgage, as Part of the Marriage-Portion of the ſaid Dame *Anne Aſh:* Now this Indenture witneſſeth, That the ſaid Dame *Anne Aſh*, for and in conſideration of the ſaid intended Marriage, and of the Sum of 5*s.* by the ſaid *Dennis Dent* and *Edmund Ellis* to the ſaid Dame *Anne Aſh* in hand paid, the Receipt whereof the ſaid Dame *Anne Aſh* doth hereby acknowledge, and for divers other good Cauſes and Conſiderations the ſaid Dame *Anne Aſh* thereunto moving, hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Dennis Dent* and *Edmund Ellis*, (in their actual Poſſeſſion now being, by Virtue of a Bargain and Sale to them thereof made for one whole Year by the ſaid Dame *Anne Aſh*, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute made for transferring Uſes into Poſſeſſion) and to their Heirs, all and ſingular the ſaid Pieces and Parcels of Garden-Ground, and other the Ground, Meſſuages or Tenements, Coach-Houſes, Stables, Erections, Buildings, Tenements and Hereditaments (except before excepted) and all other the Meſſuages, Lands and Tenements (if any other there be) which in and by the ſaid Indentures of Leaſe and Releaſe before-mentioned or recited were conveyed, or intended to be conveyed to the ſaid Dame *Anne Aſh*, and her Heirs as aforeſaid; To have and to hold the ſaid Pieces and Parcels of Garden-Ground, and other Ground, Meſſuages, Buildings, Lands, Tenements, Hereditaments and Premiſſes hereby granted, bargained, ſold or releaſed, or intended ſo to be, unto the ſaid *Dennis Dent* and *Edmund Ellis*, and their Heirs and Aſſigns, to the Uſe of the ſaid *Dennis Dent* and *Edmund Ellis*, and the Heirs of the ſaid *Dennis Dent*; In Truſt nevertheleſs for the ſaid Dame *Anne Aſh*, her Heirs, Executors and Adminiſtrators, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization of the ſaid intended Marriage, in Truſt for the ſole Uſe and Benefit of the ſaid *Dennis Dent*, his Heirs, Executors and Adminiſtrators, diſcharged of any Truſt to or for the Benefit of the ſaid Dame *Anne Aſh*, her Heirs, Executors or Adminiſtrators; and to the Intent that the ſaid *Dennis Dent*, his Executors or Adminiſtrators, ſhall and may have and receive all the Principal and Intereſt due and to grow due upon the ſaid Mortgage or Security. In witneſs, *&c.*

were mortgaged in Fee to the Wife.

Recital of farther Charge by Indorſement.

Recital of the intended Marriage,

and that 'tis agreed the Huſband ſhall receive the Mortgage-Money, in part of Portion.

The Conſideration.

The Wife releaſes, *&c.* the Premiſſes to the Huſband, and his Truſtee.

Bargain, *&c.* for a Year mentioned.

Habendum in Fee.

in Truſt for the Wife till the Marriage, *&c.*

Articles of Separation between Huſband and Wife. The Huſband demiſes Lands to her Truſtee, to ſecure her a certain yearly Sum for a ſeparate Maintenance, with Augmentation on the Death of his Father and Mother. Her Truſtee covenants to indemnify the Huſband againſt her Debts, &c. N° 16.

THIS Indenture made the ſecond Day of *July Anno Domini* 1723. and in the ninth Year of the Reign of our Sovereign Lord *George*, &c. between *Charles Auſtin* Eſq; Son and Heir apparent of Sir *Benjamin Auſtin* of *Arnton* in the County of *Bucks*, Baronet, and *Bona Auſtin*, Wife of the ſaid *Charles Auſtin*, of the one Part, and *George Gregg* of *Harne* in the County of *Kent* Eſq; of the other Part. Whereas the ſaid *Charles Auſtin* and *Bona* his Wife, for divers weighty Cauſes and

The Parties.

Recital that the Husband and Wife have resolved to live separate; And that the Husband has agreed to pay her a separate Maintenance, during their Separation, and a farther yearly Sum after the Death of his Father and Mother.

Considerations them thereunto moving, are come to a full and final Resolution to live separate and apart from each other, and no longer to dwell and cohabit together; And whereas in consideration of the Premisses, and of the Covenant and Agreement of the said *George Gregg* herein after contained on behalf of the said *Bona Austin* his Sister, he the said *Charles Austin* hath undertaken and agreed to pay and allow unto or for the Use of the said *Bona* his Wife, for her sole and separate Use and Maintenance, the yearly Sum of 400*l.* of lawful Money of *Great Britain*, during so long Time as they the said *Charles Austin* and *Bona* his Wife shall live separate and apart from each other; and also the farther yearly Sum of 100*l.* of like Money for the Use and Purpose aforesaid, from and after the Decease of the said Sir *Benjamin Austin* and Dame *Anne* his now Wife; both the same yearly Sums to be paid and secured at such Times and in such Manner as is herein after mentioned and expressed: Now this Indenture witnesseth, That in pursuance of the said recited Agreement, and for and in consideration of the Sum of 5*s.* of lawful Money of *Great Britain*, to the said *Charles Austin* in hand paid by the said *George Gregg*, at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said *Charles Austin* hath granted, bargained, sold and demised, and by these Presents doth grant, bargain, sell and demise unto the said *George Gregg*, his Executors, Administrators and Assigns, All that Capital Messuage or Mansion-House, with the Gardens, Orchards, and other Appurtenances thereunto belonging, or therewith now or heretofore used or enjoyed, in the Parish of *Keinton* in the said County of *Bucks*; and all those several Closes of Land, Meadow or Pasture-Ground in *Keinton* aforesaid, called or known by the several Names of *Loke*, *Murton*, *Nuttar* and *Orwend* [*Here follow more Parcels*] together with all Houses, Lands, Rents, Profits, Commodities and Appurtenances to the said last mentioned Premisses or any of them belonging, or therewith used or enjoyed; and also all those Messuages, Farms, Lands, Tenements and Hereditaments called *Purrow* and *Quenn*, with their Appurtenances, in *Raab* or elsewhere in the said County of *Bucks*; and all other the Lands, Tenements and Hereditaments of the said *Charles Austin* in *Raab* aforesaid, with their and every of their Appurtenances; (All which Premisses are now of the yearly Rent or Value of 700*l.* and upwards) and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof (except before excepted); To have and to hold the said Bartons, Farms, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premisses, with their and every of their Appurtenances (except before excepted) unto the said *George Gregg*, his Executors, Administrators and Assigns, from the Feast-day of the Annunciation of the blessed Virgin *Mary* last past before the Date hereof, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years, from thence next ensuing, and fully to be compleat and ended, if they the said *Charles Austin* and *Bona* his Wife shall both of them so long live, upon the Trusts, and to and for the Intents and Purposes herein after mentioned, expressed and declared, of and concerning the same; that is to say, Upon Trust, and to the Intent and Purpose, that he the said *George Gregg*, his Executors, Administrators and Assigns, shall and do from Time to Time, Yearly and every Year, during so long Time as they the said *Charles Austin* and *Bona* his Wife shall live separate and apart from each other, by and out of the Rents, Issues and Profits of the said Bartons, Farms, Lands, Hereditaments and Premisses (except as aforesaid) in the first place pay, or cause to be paid, the yearly Sum of 400*l.* of lawful Money of *Great Britain*, free of all Taxes and Deductions whatsoever, on the four most usual Feasts or Days of Payment in the Year, that is to say, the Feasts of the Nativity of St. *John* the Baptist, St. *Michael* the Archangel, the Birth of our Lord Christ, and the Annunciation of the blessed Virgin *Mary*, by even and equal Portions, unto such Person or Persons, and for such Uses and Purposes, as she the said *Bona Austin* shall from time to time, notwithstanding her Coverture, by any Note or Writing under her Hand direct or appoint. And in default of, and until such Direction or Appointment, to the proper Hands of her the said *Bona*, for her sole and separate Use and Benefit; whose Receipt under her Hand shall from Time to Time, notwithstanding her Coverture, be a sufficient Discharge to the Person or Persons who shall so pay the same, for so much of the said yearly Sum of 400*l.* for which such Receipt

The Demise to her Trustee.

The Parcels.

More Parcels.

Habendum to the Trustee, for a long Term, if Husband and Wife so long live;

Upon Trust,

out of the Rents, &c. to pay the separate Maintenance by Quarterly Payments.

Her Receipt to be sufficient.

ceipt ſhall be given; the firſt Payment thereof to begin and be made on the Feaſt-day of the Nativity of St. *John* the Baptiſt next enſuing the Date hereof. And upon this farther Truſt, that he the ſaid *George Gregg*, his Executors, Adminiſtrators and Aſſigns, ſhall and do, from and after the Deceaſe of the ſaid Sir *Benjamin Auſtin* and Dame *Anne* his Wife, and the Survivor of them, Yearly and every Year, during ſo long Time as they the ſaid *Charles Auſtin* and *Bona* his Wife ſhall live ſeparate and apart from each other as aforeſaid, by and out of the Rents, Iſſues and Profits of the aforeſaid Premiſſes, pay, or cauſe to be paid, on the four Feaſts or Days of Payment aforeſaid, the farther yearly Sum of 100*l.* of like Money (over and above the aforeſaid yearly Sum of 400*l.*) by even and equal Portions, free of all Taxes and Deductions whatſoever, unto or in Truſt for her the ſaid *Bona Auſtin*, for her ſole and ſeparate Uſe and Benefit, in the like manner as the ſaid yearly Sum of 400*l.* is herein before appointed to be paid; the firſt Payment of the ſaid yearly Sum of 100*l.* to begin and to be made on ſuch of the aforeſaid Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the Survivor of them the ſaid Sir *Benjamin Auſtin* and Dame *Anne* his Wife. And upon this farther Truſt, that he the ſaid *George Gregg*, his Executors, Adminiſtrators and Aſſigns, ſhall and do, during the Continuance of the ſaid Term of ninety-nine Years determinable as aforeſaid, permit and ſuffer the ſaid *Charles Auſtin* and his Aſſigns to receive and take the Reſidue and Overplus of the Rents, Iſſues and Profits of the aforeſaid Premiſſes, over and above the ſaid reſpective yearly Sums of 400*l.* and 100*l.* to and for his and their own Uſe and Benefit. And the ſaid *Charles Auſtin* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *George Gregg*, his Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, that the ſaid Bartons, Farms, Meſſuages, Lands, Tenements and Premiſſes, ſhall and may from time to time remain, continue and be, unto the ſaid *George Gregg*, his Executors, Adminiſtrators and Aſſigns, for and during all the ſaid Term of ninety-nine Years determinable as aforeſaid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, as are herein before mentioned and expreſſed, without the Let or Interruption of him the ſaid *Charles Auſtin*, or any claiming under him. And that he the ſaid *Charles Auſtin* ſhall and will at any time hereafter, at the Requeſt, Coſts and Charges of the ſaid *George Gregg*, his Executors or Adminiſtrators, make, do or execute any farther or other lawful Act, Deed or Thing, for the better corroborating of the ſaid Preſents, according to the true Intent and Meaning thereof. And the ſaid *George Gregg*, in conſideration of the Premiſſes, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Charles Auſtin*, his Executors and Adminiſtrators, that he the ſaid *George Gregg*, his Heirs, Executors or Adminiſtrators, ſhall and will from time to time, and at all times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *Charles Auſtin*, his Executors and Adminiſtrators, and his and their Eſtate, of, from and againſt all ſuch Debts and Sums of Money for Maintenance, or any other Account whatſoever, as ſhe the ſaid *Bona Auſtin* hath already contracted or doth owe, or at any time whilſt ſhe ſhall live ſeparate and apart from the ſaid *Charles Auſtin*, and enjoy the ſaid reſpective yearly Sums of 400*l.* and 100*l.* in manner aforeſaid, ſhall contract or owe to any Perſon or Perſons whomſoever. In witneſs, *&c.*

And (after the Death of Father and Mother) to pay the additional Annuity,

in like manner,

and upon farther Truſt, to permit the Huſband to receive the Overplus of the Rents, *&c.*

The Huſband covenants for quiet Enjoyment;

and for further Aſſurances.

The Truſtee covenants to indemnify the Huſband, *&c.* againſt Debts, *&c.* of the Wife.

Articles before the Marriage of a Freeman of London, *a Widower, who has a Son living by a former Wife. The Huſband covenants that his Perſonal Eſtate ſhall be liable to the Cuſtom, and that he will not make a Purchaſe to defeat it. There are other Special Circumſtances mentioned in the Margin.* N° 17.

THIS Indenture tripartite, made the ninth Day of *February* 1727, and in the firſt Year of the Reign, *&c.* between *Adam Aſton* the Elder, Citizen and Ironmonger of *London*, of the firſt Part, *Barnaby Bell* the Elder of *London* Eſq; of the ſecond Part, and *Celia Cary* of *London*, Spinſter, Daughter of *Daniel* The Parties.

The intended Marriage recited.

Cary, late Citizen and Ironmonger of *London*, deceaſed, of the third Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Adam Aſton* and the ſaid *Celia Cary*; And whereas the Eſtate and Fortune of the ſaid *Celia Cary* conſiſts partly in ſome Freehold Meſſuages or Tenements, Ground-Rent and Hereditaments in the Pariſh of St. *Mary le Bow London*, and partly in a Leaſehold Meſſuage or Tenement in or near *Eaſtcheap London*, and partly in Plate, Monies, Houſehold-Goods, and other Perſonal Eſtate.

And that her Fortune conſiſts in Freehold, Leaſehold, Money, &c.

A Releaſe of this Date recited,

And whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe being quadrupartite bearing even Date herewith, and made or mentioned to be made between the ſaid *Celia Cary* and *Fulk Cary* her Brother, eldeſt Son and Heir of the ſaid *Daniel Cary*, of the firſt Part, the ſaid *Barnaby Bell* of the ſecond Part, the ſaid *Adam Aſton* of the third Part, and *Gregory Aſton*, Citizen and Ironmonger of *London*, of the fourth Part, and Common Recovery in the ſame Releaſe agreed to be ſuffered, in conſideration of the ſaid intended Marriage, and for other the Conſiderations in the ſame Indentures mentioned, the ſaid Freehold Meſſuages or Tenements, Hereditaments and Premiſſes are ſettled and conveyed, or mentioned or intended or agreed to be ſettled and conveyed to the Uſe of the ſaid *Celia Cary* and her Heirs, until the ſaid intended Marriage ſhall be had and ſolemnized, and from and after the Solemnization thereof, then to the Uſe and Behoof of the ſaid *Adam Aſton* and *Gregory Aſton*, and of their Heirs and Aſſigns for ever; In Truſt as to the Eſtate of the ſaid *Gregory Aſton*, for and for the only Benefit of the ſaid *Adam Aſton*, and of his Heirs and Aſſigns for ever, for and as in part of the Marriage-Portion of the ſaid *Celia* his intended Wife; And whereas upon and by Virtue of the ſaid intended Marriage the ſaid *Adam Aſton* will have and be intitled to the ſaid Leaſehold Meſſuage and Premiſſes, and all other the Perſonal Eſtate of the ſaid *Celia Cary*. And whereas in Proſpect and Conſideration of the ſaid intended Marriage the ſaid *Barnaby Bell* hath agreed to pay and advance to the ſaid *Adam Aſton*, upon or before the Solemnization of the ſaid intended Marriage, the Sum of 200*l.* of lawful Money of *Great Britain*, as an Addition to the Portion or Fortune of the ſaid *Celia Cary*, who is a Kinſwoman of the Wife of the ſaid *Barnaby Bell:* Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage, and of the ſaid Freehold and Leaſehold and Perſonal Eſtate of the ſaid *Celia Cary*, which the ſaid *Adam Aſton* is to have and will be intitled unto upon the ſaid intended Marriage, for and as the Portion of the ſaid *Celia* his intended Wife, in manner aforeſaid, and of the ſaid Sum of 200*l.* to be paid by the ſaid *Barnaby Bell* as an Addition to the Portion of her the ſaid *Celia* as aforeſaid, and for making ſome certain Proviſion for the ſaid *Celia Cary*, and the Children and Iſſue of the ſaid intended Marriage, the ſaid *Adam Aſton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Barnaby Bell*, his Executors and Adminiſtrators, in manner following; that is to ſay, that in caſe the ſaid intended Marriage ſhall take effect, All the Perſonal Eſtate of him the ſaid *Adam Aſton*, whereof he ſhall be poſſeſſed, or whereunto he ſhall be intitled at the Time of his Deceaſe, ſhall, with reſpect to and for the Benefit and Advantage of the ſaid *Celia* his intended Wife, and ſuch Child or Children and Iſſue as ſhe ſhall have by him the ſaid *Adam Aſton* her intended Huſband, be and remain at all Times ſubject to and diſtributable according to the ancient Cuſtom of the City of *London* (to which Cuſtom the Perſonal Eſtate of him the ſaid *Adam Aſton* is now ſubject, he having a Son now living by *Harriot* his late Wife); And that ſhe the ſaid *Celia Cary*, and ſuch her ſaid Child or Children and Iſſue, as ſhe ſhall have by him the ſaid *Adam Aſton* her intended Huſband, ſhall and may have, claim, take and enjoy, to and for her and their own reſpective Uſe and Benefit, ſuch and the like Part and Parts, Share and Shares, and Proportions, and other Privileges and Advantages, by, from and out of all and every the ſaid Perſonal Eſtate of him the ſaid *Adam Aſton*, as ſhe the ſaid *Celia*, and ſuch her ſaid Child or Children, and Iſſue by him as aforeſaid, and every or any of them reſpectively can, ſhall or may, or could, ſhould or might have, claim, take or enjoy thereout, or out of any Part thereof, by Virtue of the aforeſaid ancient Cuſtom, as the Widow, Child or Children of a Freeman of the ſaid City of *London*; and that as fully and effectually, to all Intents and Purpoſes, without Fraud or Covin, as the Widow and Children

and Common Recovery agreed to be ſuffered; whereby the Freeholds are to be ſettled (after the Marriage) to the Uſe of the Huſband, and another in Fee, in Truſt for the Huſband in Fee, as Part of her Portion; And that by the Marriage he will be intitled to the Leaſehold and Perſonal Eſtate; And that the ſecond Party has agreed to advance a Sum of Money, in Addition to her Portion.

The Conſideration.

The Huſband covenants

that his Perſonal Eſtate at his Death,

with reſpect to her and their Children, ſhall be diſtributable according to the Cuſtom of *London*, he having a Son by a former Wife;

of Freemen of the ſaid City (whoſe Perſonal Eſtates are ſubject to the ſaid Cuſtom) can, may or ought in the like Caſe to have, claim, take and enjoy, by, from and out of the Perſonal Eſtates of their reſpective Huſbands and Fathers. And further that he the ſaid *Adam Aſton* ſhall not nor will, at any Time or Times hereafter, lay out or inveſt any Part or Parts of his Monies or Perſonal Eſtate in the Purchaſe of Freehold or Copyhold Meſſuages, Lands, Tenements or Hereditaments, or of any Eſtate or Eſtates for Life or Lives, with an Intent to defeat or overthrow the ſaid ancient Cuſtom of the ſaid City of *London* to the Prejudice of the ſaid *Celia* his intended Wife, and ſuch her ſaid Child or Children, and Iſſue by him the ſaid *Adam Aſton* as aforeſaid, or any of them. And moreover, that in caſe he the ſaid *Adam Aſton* ſhall at any Time or Times during his natural Life lay out or inveſt all or any Part of the Monies or Perſonal Eſtate, whereof or whereto he, or any Perſon or Perſons in Truſt for him, is, are, or ſhall be poſſeſſed or intitled in the Purchaſe of Freehold or Copyhold Meſſuages, Lands, Tenements or Hereditaments, or of any Eſtate or Eſtates for Life or Lives, either in his own Name, or in the Name or Names of any other Perſon or Perſons in Truſt for him; Or in caſe the ſaid Freehold Meſſuages, Ground and Hereditaments in the ſaid Pariſh of St. *Mary le Bow* ſhall not be ſold and converted into Monies in the Life-time of him the ſaid *Adam Aſton*; Then, and in both or either of the ſaid Caſes, ſhe the ſaid *Celia Cary*, and ſuch her ſaid Child or Children, and Iſſue by him the ſaid *Adam Aſton* as aforeſaid, and every of them reſpectively ſhall and may be intitled unto, and have, claim and enjoy, to and for her and their own reſpective Uſe and Benefit, ſuch and the like Part and Parts, Share and Shares, Intereſt, Claim, Benefit and Advantage in all Reſpects, of, into and out of all and every ſuch Meſſuages, Lands, Tenements, Hereditaments, Eſtate or Eſtates ſo to be purchaſed, or remaining unſold and not converted into Monies as aforeſaid, as ſhe the ſaid *Celia Cary*, and ſuch her ſaid Child or Children, and Iſſue by him the ſaid *Adam Aſton*, and every or any of them reſpectively ſhould or would have been intitled unto, or could have had, claimed or enjoyed by Virtue of the ſaid Cuſtom of *London*, and the Covenants and Agreements herein before contained, of, into or out of the Monies or Perſonal Eſtate ſo to be laid out or inveſted as aforeſaid, in caſe the ſame had been and remained Perſonal Eſtate at the Time of the Deceaſe of him the ſaid *Adam Aſton*, or of, into or out of the Monies which might have ariſen by Sale of the ſaid Premiſſes in the ſaid Pariſh of St. *Mary le Bow*, in caſe the ſame had been ſold and converted into Monies in the Life-time of him the ſaid *Adam Aſton*; And that he the ſaid *Adam Aſton* ſhall and will in either of the ſaid Caſes accordingly give and leave, or otherwiſe effectually convey ſuch Part and Parts, Share and Shares, Intereſt, Benefit and Advantage, of and in the Premiſſes ſo to be purchaſed, or to remain unſold as aforeſaid, unto her the ſaid *Celia Cary*, and ſuch her ſaid Child or Children, and Iſſue reſpectively, and their reſpective Heirs, to and for her and their own reſpective Uſe and Benefit. And in conſideration of the ſaid intended Marriage, and of the Covenants and Agreements herein before contained on the Part of the ſaid *Adam Aſton*, the ſaid *Barnaby Bell* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Adam Aſton*, his Executors, Adminiſtrators and Aſſigns, that in caſe the ſaid intended Marriage ſhall take effect he the ſaid *Barnaby Bell*, his Heirs, Executors or Adminiſtrators ſhall and will, upon or before the Solemnization thereof, well and truly pay, or cauſe to be paid, unto the ſaid *Adam Aſton*, his Executors, Adminiſtrators or Aſſigns, to and for his and their own Uſe and Benefit, the Sum of 200*l.* of lawful Money of *Great Britain*, as an Addition to the Marriage-Portion of the ſaid *Celia Cary* his intended Wife. In witneſs, *&c.*

And that he will not inveſt any Part in a Purchaſe, to defeat the Cuſtom;

And that if he inveſts any Part in a Purchaſe,

or in caſe the ſettled Freeholds be not ſold in his Life-time, ſhe and their Children ſhall have the ſame,

as they might have the Money, *&c.* if not inveſted,

or if the ſettleſt Eſtate had been ſold.

The Huſband covenants to convey accordingly.

The Truſtee (the Wife's Friend) covenants to pay the additional Portion.

N° 18. *Marriage-Articles between a Citizen of* London *(ſince the Act concerning Freemens Eſtates) and a Widow and her Truſtees. Her Leaſeholds,* Eaſt-India *Bonds,* South-Sea *Stock and Annuities, Plate and Jewels, ſettled to be at her Diſpoſal: He to take the Profits during their Joint-Lives, toward Houſe-keeping. She and their Children to have the Benefit of the Cuſtom of* London, *notwithſtanding the Act.*

The Parties. THIS Indenture tripartite, made the tenth Day of *December Anno Domini* 1725, and in the twelfth Year of the Reign, *&c.* between *Arabella Auſtin* of *Greenwich* in the County of *Kent* Widow and Relict of *Arthur Auſtin* late Citizen and Mercer of *London* deceaſed, and ſole Executrix of his Laſt Will and Teſtament, and Reſiduary Legatee and Deviſee therein named, of his Real and Perſonal Eſtate of the firſt Part, *Barnaby Buſh* Citizen and Leatherſeller of *London*, of the ſecond Part, and *Charles Cuſt* alſo Citizen and Leatherſeller of *London*, and *David Dell* the Elder, Citizen and Merchant-Taylor of *London*, of the third Part.

Recital that the Woman (the firſt Party) is poſſeſſed of Leaſehold Intereſts,

Whereas the ſaid *Arabella Auſtin*, or ſome other Perſon or Perſons in Truſt for her, is and ſtandeth or are and ſtand poſſeſſed and intereſted for the Reſidue of a certain Term for forty Years, which commenced on or about the Feaſt of the Annunciation of the bleſſed Virgin *Mary* which was the Year of our Lord 1711, of and in one Meſſuage or Tenement with the Appurtenances, ſituate, ſtanding and being within the Precinct of the Church Yard of the Cathedral Church of St. *Paul* in *London*, near the Weſt-end of the ſaid Cathedral in the Pariſh of St. *Gregory London*, and ſome Time heretofore called or known by the Name of the *Artichoke*, heretofore in the Tenure or Occupation of *Edmund Ent*, but now or late of *Francis Full*, Mercer, or his Aſſigns, Leſſees or under Tenants (which ſaid Meſſuage or Tenement is held of the Dean and Chapter of St. *Paul*, at and under the yearly Rent of 10*l.* and for the Reſidue of a like Term of forty Years commencing as aforeſaid, of and in one other Meſſuage or Tenement, with the Appurtenances, ſituate, ſtanding and being near the Weſt-end of the ſaid Cathedral Church, in the ſaid Pariſh of St. *Gregory London*, and ſome time in the Tenure or Occupation of the ſaid *Arthur Auſtin*, but now or late of the ſaid *Francis Full*, his Aſſigns, Leſſees or Under-Tenants (which ſaid laſt mentioned Meſſuage or Tenement is likewiſe held of the ſaid Dean and Chapter aforeſaid, at and under the yearly Rent of 6*l.* and is erected and built on the Toft, Soil and Ground whereon a Meſſuage or Tenement formerly called the *Magpy* formerly ſtood.)

And that ſhe is intitled to Stock, *&c.* which (with the Privity of the intended Huſband) ſhe hath aſſigned, *&c.* to Truſtees,

And whereas the ſaid *Arabella Auſtin* is likewiſe intereſted in or intitled to the Sum of 1000*l.* Capital Stock in the *South-Sea* Company, and alſo the Sum of 1000*l.* *South-Sea* Annuities, which ſaid Stock and Annuities the ſaid *Arabella Auſtin*, with the Privity and Conſent of the ſaid *Barnaby Buſh*, hath on or before the Day of the Date hereof aſſigned and transferred to the ſaid *Charles Cuſt* and *David Dell*, in the Books of the *South-Sea* Company, and the ſame are ſo aſſigned, upon the Truſts herein after-mentioned concerning the ſame;

And that ſhe is poſſeſſed of Eaſt-India Bonds,

And whereas the ſaid *Arabella Auſtin* is likewiſe poſſeſſed and intereſted of and in the ſeveral *Eaſt-India* Bonds next herein after-mentioned, that is to ſay, three ſeveral Bonds made out to *Harry Hill*, Eſq; all bearing Date on or about the third Day of *July* 1720, and Numbers [*Here the Numbers*] being each for ſecuring the Payment of 200*l.* Principal Money, with Intereſt for the ſame; one Bond made out to *George Gore*, bearing Date on or about the fourth Day of *June* 1720. and [*Here the Number*] being for ſecuring the Payment of 100*l.* Principal Money, with Intereſt for the ſame; and one other Bond, made out to *John Jenks*, Eſq; bearing Date on or about the firſt Day of *October* 1720, and Number [*Here the Number*] being for ſecuring the Payment of 100*l.* Principal Money, with Intereſt for the ſame, upon which ſaid ſeveral Bonds there is now due and owing in the whole the Sum of 800*l.* Principal Money.

and of Jewels, Plate and Goods, in a Schedule annexed.

And whereas the ſaid *Arabella Auſtin* is likewiſe poſſeſſed and intereſted of and in the ſeveral Jewels, Plate, Rings, Pictures, Houſhold-Goods, and other Things in the Schedule hereunto annexed particularly mentioned; And whereas a Marriage is intended by the

Grace of God to be ſhortly had and ſolemnized between the ſaid *Barnaby Buſh* and the ſaid *Arabella Auſtin*; And whereas in proſpect and conſideration of the ſaid intended Marriage it hath been agreed by and between the ſaid *Barnaby Buſh* and *Arabella Auſtin*, that notwithſtanding ſuch Marriage, the ſaid *Arabella Auſtin* ſhould have full Power and Authority, and at her Free Will and Pleaſure to have, uſe and enjoy, to and for her own ſole and ſeparate Uſe and Benefit; and give away and diſpoſe of all and every or any of the ſaid Jewels, Rings, Plate, Pictures, Houſehold-Goods and other Things in the ſaid Schedule hereunto annexed mentioned, in manner herein after mentioned; And that from and after the Solemnization of the ſaid intended Marriage, the ſaid *Barnaby Buſh* ſhould have, receive and take for and toward the Charge of Houſe-keeping, and other neceſſary Expences of his Family, during the Joint Lives of himſelf and the ſaid *Arabella* his intended Wife, All the yearly Rents, Dividends, Intereſt and Produce of the ſaid Meſſuages or Tenements, Stock, Annuities, and *Eaſt-India* Bonds, as the ſame ſhall from time to time ariſe aud become payable; And that ſubject thereto the ſaid Meſſuages or Tenements, Stock, Annuities and *Eaſt-India* Bonds, and the Principal Monies thereupon due, and the yearly and other Rents, Dividends, Intereſt and Produce to be had and received for the ſame Premiſſes, every or any Part thereof, from and after the Deceaſe of either of them the ſaid *Barnaby Buſh* and *Arabella* his intended Wife, ſhould remain, continue and be at the ſole and ſeparate Diſpoſe of her the ſaid *Arabella Auſtin*, in manner herein after-mentioned, notwithſtanding her ſaid intended Coverture; and that in the mean time during the ſaid intended Coverture, and notwithſtanding the ſame, the ſaid ſeveral Bonds ſhould be and remain in the ſeparate Hands and Cuſtody of her the ſaid *Arabella Auſtin*, or be by her lodged or depoſited for ſafe Cuſtody in ſuch Place or Places, or with ſuch Perſon or Perſons, as ſhe with the Privity of the ſaid *Barnaby Buſh* her intended Huſband ſhould from time to time think fit: Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage, and in purſuance of the ſaid recited Agreement, and for the Ends and Purpoſes aforeſaid, and for and in conſideration of the Sum of 5*s.* of lawful Money of *Great Britain*, to the ſaid *Arabella Auſtin* in hand paid by the ſaid *Charles Cuſt* and *David Dell*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *Arabella Auſtin*, by and with the Privity, Conſent and Agreement of the ſaid *Barnaby Buſh*, teſtified by his being Party to, and Sealing and Delivery of theſe Preſents, hath bargained, ſold, aſſigned, transferred and ſet over and by theſe Preſents doth bargain, ſell, aſſign, transfer and ſet over unto the ſaid *Charles Cuſt* and *David Dell*, their Executors, Adminiſtrators and Aſſigns, All the ſaid two Meſſuages or Tenements and Premiſſes held of the Dean and Chapter of the ſaid Cathedral of Saint *Paul* as aforeſaid, with their and every of their Rights, Members, Privileges and Appurtenances, and all other the Leaſehold Meſſuages or Tenements, Buildings, Ground and Hereditaments of her the ſaid *Arabella Auſtin*, or whereto ſhe is intitled in Law or Equity, in or near the Precinct of the ſaid Church-Yard of the ſaid Cathedral Church, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; And alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years yet to come and unexpired, Benefit and Right of Renewal, Truſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of her the ſaid *Arabella Auſtin*, of, into or out of the ſame Meſſuages or Tenements and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Meſſuages or Tenements, and all and ſingular other the Premiſſes herein before mentioned to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *Charles Cuſt* and *David Dell*, their Executors, Adminiſtrators and Aſſigns, from thenceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid ſeveral Terms of forty Years and forty Years therein reſpectively (ſubject to the Rents and Covenants in the ſeveral Indentures of Leaſe whereby the ſame Premiſſes are reſpectively held, reſerved and contained): Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared, of and concerning the ſame. And this Indenture further witneſſeth, that for the Conſiderations, Ends and Purpoſes aforeſaid, and in further Purſuance of the ſaid

The intended Marriage recited; and that it has been agreed ſhe ſhall have the Things in the Schedule to her ſeparate Uſe, &c. as after-mentioned; and that he (during their Joint Lives) ſhall have Rents and Dividends toward Houſe-keeping; and that (ſubject thereto) the Stock, Annuities and Bonds, are to be at her Diſpoſal,

and in the mean time the Bonds to be in her ſeparate Cuſtody.

The Conſiderations.

The Aſſignment to the Truſtees of the Leaſeholds.

General Words.

Habendum

(ſubject to the Rents, &c.)

Upon Truſts, &c. after-mentioned.

ſaid

ſaid recited Agreement, ſhe the ſaid *Arabella Auſtin*, with the like Privity, Conſent and Agreement of the ſaid *Barnaby Buſh*, teſtified as aforeſaid, hath granted, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth grant, ſell, aſſign, transfer and ſet over unto the ſaid *Charles Cuſt* and *David Dell*, their Executors, Adminiſtrators and Aſſigns, All and every the ſaid Jewels, Plate, Rings, Pictures, Houſhold Goods, and other Things in the ſaid Schedule hereunto annexed particularly mentioned; To have and to hold, receive, perceive, take and enjoy the laſt herein before aſſigned or mentioned to be aſſigned Premiſſes, and every Part thereof, and all the Benefit and Advantage thereof, unto the ſaid *Charles Cuſt* and *David Dell*, their Executors, Adminiſtrators and Aſſigns: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, as are herein after mentioned, expreſſed and declared of and concerning the ſame. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, That as well the ſaid *South-Sea* Stock and *South-Sea* Annuities, ſo aſſigned and transferred to the ſaid *Charles Cuſt* and *David Dell*, in the Books of the ſaid *South Sea* Company as aforeſaid, as alſo the ſaid Meſſuages or Tenements, and the ſaid Jewels, Plate, Rings, Pictures, Houſhold Goods, and other Things herein before aſſigned or mentioned to be aſſigned to the ſaid *Charles Cuſt* and *David Dell*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, are and were ſo reſpectively aſſigned to them; and that the ſaid ſeveral *Eaſt-India* Bonds ſo remaining in the Hands and Cuſtody of the ſaid *Arabella Auſtin*, to be by her depoſited as aforeſaid, are and were to remain or be depoſited upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, in Truſt for the ſaid *Arabella Auſtin*, her Executors, Adminiſtrators and Aſſigns, until the ſaid intended Marriage ſhall be had and ſolemnized; And from and after the Solemnization thereof, then as to the ſaid Leaſehold Meſſuages or Tenements and Premiſſes, upon Truſt that they the ſaid *Charles Cuſt* and *David Dell*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Barnaby Buſh*, for and during ſo long Time of the ſaid ſeveral Terms for Years therein reſpectively, as he and the ſaid *Arabella* his intended Wife ſhall both of them jointly live, to receive and take the clear yearly Rents, Iſſues and Profits thereof, and of every Part thereof, for and towards the Charge of Houſe-keeeping, and other neceſſary Expences of his Family (he the ſaid *Barnaby Buſh* during ſuch Time paying the Rents and performing the Covenants in and by the ſeveral Indentures of Leaſe, whereby the ſame Premiſſes are reſpectively held, reſerved and contained). And as to the ſaid *South-Sea* Stock and Annuities, upon Truſt that they the ſaid *Charles Cuſt* and *David Dell*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do from time to time pay and diſpoſe of, or otherwiſe permit and ſuffer the ſaid *Barnaby Buſh*, during the Joint Lives of him and the ſaid *Arabella* his intended Wife, to receive and take the clear Yearly Dividends, Intereſt and Produce thereof, as the ſame ſhall ariſe and become payable, for and towards the Purpoſes aforeſaid; And from and after the Deceaſe of ſuch of them the ſaid *Barnaby Buſh* and *Arabella* his intended Wife as ſhall firſt happen to die, then as to the Leaſehold Meſſuages or Tenements, with the Premiſſes, for all the then Reſidue of the ſaid ſeveral Terms for Years therein reſpectively, and alſo as to the ſaid *South-Sea* Stock and Annuities, and all the clear Yearly and other Rents, Dividends, Intereſt and Produce of the ſame Premiſſes, every or any Part thereof, from thenceforth to ariſe and be received; Upon Truſt that they the ſaid *Charles Cuſt* and *David Dell*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do aſſign, transfer, pay and diſpoſe of the ſame (ſubject to the ſaid Eſtate and Intereſt of the ſaid *Barnaby Buſh* therein, during the Joint Lives of him and the ſaid *Arabella* his intended Wife as aforeſaid) unto ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Arabella Auſtin* ſhall from Time to Time, notwithſtanding her Coverture, or whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed, in

The Aſſignment of the Jewels, Plate, &c.

Habendum.

The Truſt declared.

After the Marriage, as to the Leaſeholds,

to permit the Huſband, during the Joint Lives, to take the Profits, &c.

he paying the Rents, &c.

And as to the *South-Sea* Stock and Annuities,

to receive the Dividends, &c.

And after the Death of one of them, as to the Leaſeholds, *South-Sea* Stock and Annuities,

to aſſign, &c.

as ſhe ſhall direct.

in the Preſence of the like Number of Witneſſes, direct, limit, give, diſpoſe or appoint the ſame. And in default of ſuch Direction, Limitation, Gift, Diſpoſition and Appointment, and as to ſuch Part or Parts of the ſame Premiſſes, whereof no ſuch Direction, Limitation, Gift, Diſpoſition or Appointment ſhall be made, in Truſt for the ſaid *Arabella Auſtin*, her Executors and Adminiſtrators. And as to the ſaid Jewels, Plate, Rings, Pictures, Houſhold Goods, and other Things in the ſaid Schedule hereunto annexed mentioned, from and immediately after the Solemnization of the ſaid intended Marriage, upon Truſt that they the ſaid *Charles Cuſt* and *David Dell*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Arabella Auſtin* from time to time, and at any time or times hereafter, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, to have, uſe, wear and enjoy the ſame, or any of them, and to give away and diſpoſe of the ſame, and every or any Part thereof, at her own Free-will and Pleaſure, by any Writing or Writings under her Hand; it being the true Intent and Meaning of theſe Preſents, and of all the ſaid Parties hereto, that the ſaid laſt mentioned Premiſſes, or any Part thereof, ſhall not be under the Power or Controul of the ſaid *Barnaby Buſh* her intended Huſband, or ſubject or liable to his Debts or Engagements, but only at the ſole and ſeparate Diſpoſe of her the ſaid *Arabella Auſtin*, notwithſtanding her Coverture. And in default of ſuch Gift and Diſpoſition, and as to ſuch Part or Parts of the ſaid laſt mentioned Premiſſes, whereof no ſuch Gift or Diſpoſition ſhall be made, Then in Truſt for her the ſaid *Arabella Auſtin*, her Executors and Adminiſtrators. And as to the ſaid ſeveral *Eaſt-India* Bonds, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *Barnaby Buſh* and the ſaid *Arabella* his intended Wife do hereby declare and agree, that the ſame ſhall (during the ſaid intended Coverture, and notwithſtanding the ſame) be and remain in the ſeparate Hands and Cuſtody of her the ſaid *Arabella Auſtin*, or to be by her lodged and depoſited as aforeſaid, upon the Truſts and for the Purpoſes, and ſubject to the Agreements herein after mentioned and expreſſed of and concerning the ſame; that is to ſay, upon Truſt that after the ſaid intended Marriage ſhall be had and ſolemnized, the ſaid *Barnaby Buſh* ſhall and may from time to time, during the Joint Lives of himſelf and the ſaid *Arabella* his intended Wife, have, receive and take the yearly Intereſt and Produce of the ſaid Sum of 800*l.* due and owing upon the ſaid Bonds, as the ſame ſhall ariſe and become payable, for and towards the Charges of Houſe-keeping, and other neceſſary Expences of his Family as aforeſaid. And from and after the Deceaſe of ſuch of them the ſaid *Barnaby Buſh* and *Arabella* his intended Wife, as ſhall firſt happen to die, Then as to the ſaid ſeveral *Eaſt-India* Bonds, and the Principal Monies thereupon due and owing, and all the yearly Intereſt and Produce thereof from thenceforth to ariſe, in Truſt for ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as ſhe the ſaid *Arabella Auſtin* ſhall from time to time, notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, by any Writing or Writings under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed, in the Preſence of the like Number of Witneſſes, direct, limit, give, diſpoſe or appoint the ſame; And in default of ſuch Direction, Limitation, Gift, Diſpoſition and Appointment, and as to ſuch Part or Parts of the ſame Premiſſes whereof no ſuch Direction, Limitation, Gift, Diſpoſition or Appointment ſhall be made, in Truſt for the ſaid *Arabella Auſtin*, her Executors and Adminiſtrators. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that as ſoon as conveniently may be after the Solemnization of the ſaid intended Marriage, one or more new Leaſe or Leaſes for the Term of forty Years, or for ſo many Years as can be obtained, ſhall be taken and procured from the Dean and Chapter for the Time being of the ſaid Cathedral Church, of the ſaid ſeveral Leaſehold Meſſuages or Tenements and Premiſſes, at and under the like yearly Rents and Covenants whereby the ſame are now reſpectively held, in caſe ſuch Leaſe or Leaſes can be procured. And it is hereby further declared and agreed, by and between all the ſaid Parties to theſe Preſents, that all new Leaſes which ſhall hereafter be had

In default of Appointment, in Truſt for her, &c.

As to the Jewels, &c.

to permit her to uſe, or diſpoſe of them.

They not to be under the Power of the Huſband.

In default of ſuch Gift, &c.

in Truſt for her, &c.

As to the *Eaſt-India* Bonds to be in her Cuſtody, &c.

upon Truſt that after the Marriage he may have the Intereſt, during the Joint Lives, towards Houſe-keeping.

And after the Death of one of them, the Principal,

as ſhe ſhall appoint.

And in default of Appointment, in Truſt for her, &c.

An Agreement to renew the Leaſe,

to the ſame Truſts, &c.

had and taken of the ſaid Leaſehold Premiſſes, or any Part thereof, ſhall from time to time remain, continue and be ſubject and liable to the like Truſts as are herein before declared of and concerning the ſaid Leaſehold Premiſſes, hereby, or mentioned or intended to be hereby aſſigned. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid ſeveral *Eaſt-India* Bonds, or any of them, ſhall or may at any Time after the Solemnization of the ſaid intended Marriage be ſold and diſpoſed of, with the Joint Conſent of the ſaid *Barnaby Buſh* and *Arabella* his intended Wife, and the Monies ariſing by ſuch Sale or any Part thereof be paid into the Hands of the ſaid *Charles Cuſt* and *David Dell*, or the Survivor of them, his Executors or Adminiſtrators. And further, that it ſhall and may be lawful to and for the ſaid *Charles Cuſt* and *David Dell*, or the Survivor of them, his Executors or Adminiſtrators, with the Good-liking and Approbation of the ſaid *Barnaby Buſh* and *Arabella* his intended Wife, during their Joint-Lives, to ſell and diſpoſe of the ſaid *South-Sea* Stock and Annuities, every or any of them, and to lend and place out the Monies ariſing by ſuch Sale or Diſpoſition, or to be paid into the Hands of the ſaid Truſtees as aforeſaid, upon Sale of the ſaid Bonds or any Part thereof, upon any Publick or Private Security or Securities at Intereſt, or inveſt the ſame or any Part thereof in the Purchaſe of Stock in any of the Publick Companies or Funds, ſubject to the Truſts as aforeſaid, and with ſuch Approbation as aforeſaid; and ſo from time to time to call in ſuch Monies ſo lent or placed out on Securities as aforeſaid, and to ſell and diſpoſe of ſuch Stock ſo to be purchaſed, or any Part thereof, as often as they ſhall think fit, with ſuch Approbation as aforeſaid, and ſubject to the Truſts before-mentioned. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *Charles Cuſt* and *David Dell*, their Executors or Adminiſtrators, ſhall not be charged or chargeable with, or accountable for more Monies than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſaid Monies, Stock and Annuities, or any Part thereof, ſo as the ſame happen without their wilful Default; nor the one of them for the other of them, or for the Acts, Deeds or Defaults, the one of the other, but each of them only for his own Acts, Deeds and Defaults. And further, that it ſhall and may be lawful to and for the ſaid *Charles Cuſt* and *David Dell*, their Executors, Adminiſtrators and Aſſigns, and every of them, in the firſt place by and out of the Premiſſes to deduct and reimburſe themſelves, and every of them, all ſuch Loſs, Coſts, Charges, Damages and Expences as they and every or any of them ſhall be put unto or ſuſtain, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any Thing in any wiſe relating thereunto. And whereas by Indenture tripartite bearing even Date herewith, and made or mentioned to be made between the ſaid *Barnaby Buſh* of the firſt Part, the ſaid *Charles Cuſt* and *David Dell* of the ſecond Part, and the ſaid *Arabella Auſtin* of the third Part, the ſaid *Barnaby Buſh*, in conſideration of the ſaid intended Marriage, and for other the Conſiderations therein mentioned, hath ſettled and conveyed certain Tenements and Hereditaments in or near *Grub-Street*, in the Pariſh of St. *Giles* without *Cripplegate London*, and in the ſame Indenture more particularly mentioned and deſcribed (after the Solemnization of the ſaid intended Marriage) to the Uſe of himſelf for Life, with Remainder to the ſaid *Arabella* his intended Wife for her Life, with Remainders over, to and for the Benefit of the Iſſue between them to be begotten, in manner in the ſame Indenture expreſſed. And whereas before the firſt Day of *June* laſt paſt the ſaid *Barnaby Buſh* was a Freeman of the City of *London*, and was then unmarried, but had Iſſue by his firſt Wife two Daughters, *viz.* *Sarah Buſh* and *Martha Buſh*, who are both now living. And whereas in proſpect and conſideration of the ſaid intended Marriage, it hath been agreed by and between the ſaid *Barnaby Buſh* and the ſaid *Arabella* his intended Wife, that ſhe the ſaid *Arabella*, in caſe ſhe ſhall him ſurvive, ſhall notwithſtanding the ſaid recited Settlement have and enjoy her Dower and Thirds in all the Reſt and Reſidue of the Real Eſtate of the ſaid *Barnaby Buſh* her intended Huſband, in manner herein after mentioned; and that notwithſtanding the late Act of Parliament, relating to the Cuſtom of the ſaid City of *London* concerning Freemens Eſtates there, ſhe the ſaid *Arabella Auſtin* and her Children by the ſaid *Banaby Buſh* ſhall have, enjoy, and be

An Agreement that *Eaſt India* Bonds may be ſold with Conſent, &c.

and the *South-Sea* Stock and Annuities;

the Money to be placed out, ſubject to the Truſts; and ſo *toties quoties*.

Truſtees to be chargeable only for their own Receipts, &c.

and may deduct their Charges.

Another Deed of this Date recited; whereby the intended Huſband has ſettled Hereditaments upon this Marriage;

And that he was a Freeman of *London* before the Act took place, and had two Daughters by a former Wife;

And that the intended Wife is to have her Dower;

And that, notwithſtanding the Act, ſhe and her Children of this Marriage are to have their Shares of his Perſonal Eſtate, as a Freeman.

intitled to ſuch Parts or Shares of the Perſonal Eſtate of the ſaid *Barnaby Buſh* as ſhe and they reſpectively ſhould and would have been intitled unto by Virtue of the Cuſtom of the ſaid City, as the Widow and Children of a Freeman, in caſe the ſaid Act had never been made: Now this Indenture farther witneſſeth, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *Barnaby Buſh*, in conſideration of the ſaid intended Marriage, and in purſuance of the ſaid laſt recited Agreements, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Charles Cuſt* and *David Dell*, their Executors, Adminiſtrators and Aſſigns, in manner following; that is to ſay, That in caſe the ſaid intended Marriage ſhall take effect, and the ſaid *Arabella Auſtin* ſhall ſurvive the ſaid *Barnaby Buſh* her intended Huſband, then and in ſuch Caſe ſhe the ſaid *Arabella Auſtin* ſhall and may, notwithſtanding the ſaid recited Settlement, have, hold, claim and enjoy, for the Term of her natural Life, her Dower and Thirds at Common Law, and other her cuſtomary Part and Share, of, into or out of all ſuch other Meſſuages, Lands, Tenements or Hereditaments of Inheritance of him the ſaid *Barnaby Buſh* (over and beſides the Meſſuages and Premiſſes ſo ſettled on her as aforeſaid) whereof or whereto he now is, or at any time or times hereafter, during the ſaid intended Coverture between them, ſhall be ſeiſed or intitled (ſave and except only ſuch Part or Parts thereof, as by Virtue of the Covenant or Agreement herein after in that behalf contained ſhall, as to her the ſaid *Arabella Auſtin* and her Children by the ſaid *Barbara Buſh*, be deemed and taken to be and remain as Perſonal Eſtate); And alſo that ſhe the ſaid *Arabella Auſtin* and her Children by the ſaid *Barnaby Buſh* ſhall and may, notwithſtanding the ſaid Act of Parliament, have, claim, take and enjoy, to and for her and their Uſe and Benefit, all ſuch Parts and Shares of and in the Perſonal Eſtate whereof the ſaid *Barnaby Buſh* ſhall be poſſeſſed, or whereto he ſhall be intitled at the Time of his Deceaſe (after Payment of his juſt Debts and Funeral Expences) as ſhe and they reſpectively, or any of them could or might have claimed or enjoyed as the Widow and Children of a Freeman, by Virtue of the Cuſtom of the ſaid City of *London*, in caſe the ſaid Act had never been made. And farther, that he the ſaid *Barnaby Buſh* ſhall not nor will, at any time or times hereafter, without the Conſent of the ſaid *Charles Cuſt* and *David Dell*, or the Survivor of them, his Executors or Adminiſtrators, firſt had and obtained in Writing under his or their Hand or Hands, lay out and inveſt his Monies and Perſonal Eſtate, or any Part thereof, in the Purchaſe of Freehold or Copyhold Meſſuages, Lands, Tenements or Hereditaments, or otherwiſe unneceſſarily convert or diſpoſe of the ſame, or any Part thereof, with Intent to defeat or leſſen the reſpective Parts or Shares of the ſaid *Arabella Auſtin* and her Children by him the ſaid *Barnaby Buſh*, of, in or to the ſame Monies and Perſonal Eſtate, or any Part thereof (other than and except ſo much thereof and for ſuch Purpoſes, as in the Proviſo herein after contained in that behalf mentioned). And it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that all ſuch Freehold or Copyhold Meſſuages, Lands, Tenements or Hereditaments as the ſaid *Barnaby Buſh* ſhall purchaſe without ſuch Conſent as aforeſaid, ſhall, as to and with reſpect to the Claim and Intereſt of the ſaid *Arabella Auſtin* and her Children by the ſaid *Barnaby Buſh*, be deemed, adjudged and taken, to be and remain as Perſonal Eſtate; and that ſhe the ſaid *Arabella Auſtin* and her Children ſhall and may have, claim and enjoy ſuch reſpective Eſtates, Shares and Intereſt in all ſuch purchaſed Lands and Hereditaments (Regard being had to the Value thereof) as ſhe and they reſpectively ſhould and would have been intitled to, by Virtue of the Covenants and Agreements herein before contained, out of the Monies or other Perſonal Eſtate ſo laid out and inveſted in a real Eſtate, without ſuch Conſent as aforeſaid. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Barnaby Buſh*, at any time or times hereafter, during the ſaid intended Coverture, by and out of his Perſonal Eſtate to advance and prefer his ſaid two Daughters *Sarah Buſh* and *Martha Buſh* in Marriage or otherwiſe, with Portions or Fortunes not exceeding in the whole the Sum of 300*l.* a-piece; And in caſe either of them the ſaid *Sarah Buſh* and *Martha Buſh* ſhall happen to die before ſhe be ſo advanced or preferred,

The Huſband covenants,

that if ſhe ſurvive him, ſhe may have her Dower of Lands, &c. not ſettled on her.

(with Exception);

And that ſhe and their Children may have Benefit of the Cuſtom, notwithſtanding the Act.

The Huſband covenants not to purchaſe Lands, &c.

to defeat the Cuſtom.

If he does, the ſame (with reſpect to their Claim) to be conſidered as Perſonal Eſtate.

Provided that he may portion his Daughters by the firſt Venter.

ferred, then to advance and prefer the Survivor of his ſaid two Daughters as aforeſaid with a Fortune or Portion not exceeding in the whole the Sum of 600*l.* So always nevertheleſs, that whatever Monies or other Perſonal Eſtate the ſaid *Sarah Buſh* and *Martha Buſh*, or either of them ſhall receive by way of ſuch Advancement or Preferment as aforeſaid, ſhall upon the Deceaſe of the ſaid *Barnaby Buſh* (in caſe the ſaid *Arabella Auſtin* his intended Wife, or any Iſſue between them ſhall be then living) go and be deemed and taken to be as ſo much of the Part or Share, or Parts or Shares of the ſaid *Sarah* or *Martha*, as ſhe or they can or may claim or be intitled to as a Child or Children of a Freeman, by Virtue of the ſaid Cuſtom of the ſaid City of *London*, any thing herein before contained to the contrary in any wiſe notwithſtanding. And laſtly, the ſaid *Barnaby Buſh* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, farther covenant, promiſe and agree, to and with the ſaid *Charles Cuſt* and *David Dell*, their Executors, Adminiſtrators and Aſſigns, that he the ſaid *Barnaby Buſh* ſhall not nor will at any time hereafter hinder or obſtruct the ſaid *Arabella* his intended Wife in making ſuch Diſpoſition, Direction, Limitation, Gift or Appointment as aforeſaid, of her ſaid Leaſehold Meſſuages or Tenements, *South-Sea* Stock or Annuities, Monies, Jewels, or other Things ſo aſſigned, or mentioned to be aſſigned as aforeſaid, or any Part thereof, or of the ſaid Bonds, or the Monies thereon due, or any Part thereof; but that he, his Executors and Adminiſtrators ſhall and will at any time or times hereafter, at the Requeſt of the ſaid *Charles Cuſt* and *David Dell*, or the Survivor of them, his Executors or Adminiſtrators, make, do and execute any farther and other lawful and reaſonable Act, Deed or Thing, Acts, Deeds or Things, as well for the better Enabling her thereunto, as for the farther and better aſſigning and aſſuring all and every or any of the ſaid aſſigned Premiſſes unto the ſaid *Charles Cuſt* and *David Dell*, their Executors, Adminiſtrators and Aſſigns, upon the Truſts and for the Purpoſes herein before mentioned, expreſſed and declared, of and concerning the ſame reſpectively; as alſo for obtaining and procuring any new Leaſe or Leaſes of the ſaid Leaſehold Meſſuages and Premiſſes, or any Part thereof, upon the Truſts aforeſaid. In witneſs, *&c.*

Portions given to his ſaid Daughters to be taken as Part, under the Cuſtom of *London*.

He covenants not to obſtruct the Wife in making ſuch Diſpoſitions, *&c.*

and on Requeſt to make farther Aſſurances, *&c.*

N° 19. *Articles on Marriage, where the intended Wife being intitled to certain Proviſions under her Father's Marriage Settlement, and her Grandfather's Will, the intended Huſband agrees to accept a Sum of Money in lieu of them; and on Payment thereof to Truſtees, to releaſe thoſe Demands, but not future Contingencies.*

THIS Indenture tripartite made the ſeventeenth Day of *February Anno Domini* 1718, and in the fifth Year of the Reign of our Sovereign Lord *George*, &c. between *Adam Allen* of, *&c.* of the firſt Part, *Bryan Bill* of *London*, Eſq; Son and Heir of *Charles Bill*, late Citizen and Mercer of *London* deceaſed, *Daniel Dant* of *Dandale* in the County of *Durham*, Eſq; *Ezra Edge* of *Enton* in the County of *Eſſex*, Eſq; of the ſecond Part, and *Fidelia Allen* Spinſter, one of the Daughters of the ſaid *Adam Allen*, of the third Part. Whereas a Marriage is intended by the Permiſſion of God to be ſhortly had and ſolemnized between the ſaid *Bryan Bill* and the ſaid *Fidelia Allen*; And whereas by Virtue of ſome Settlement or Settlements, made upon or relating to the Marriage of the ſaid *Adam Allen* with *Gertrude* his now Wife, the Lands and Hereditaments of *Arthur Allen*, then of *Halneſs* in the County of *Eſſex* Gent. Father of the ſaid *Adam Allen*, and the Lands and Hereditaments of the ſaid *Adam Allen*, or ſome Part thereof, and alſo the Lands and Hereditaments of the ſaid *Gertrude*, or ſome Part thereof, are charged or chargeable with the raiſing of ſeveral Sums of Money for the Portion and Portions of the Daughter and Daughters of the ſaid *Adam Allen* by the ſaid *Gertrude* his Wife; And whereas by Indenture bearing Date on or about the twenty-ninth Day of *April* which was in the Year of our Lord 1702, and made or mentioned to be made between the ſaid *Arthur Allen* of the one Part, and *John Jones*, *Kenrick Kenn* and *Leonard Leeds* Eſquires, of the other Part, reciting as therein is recited, the ſaid *Arthur Allen* did direct and appoint that the Manor, Lands and Hereditaments,

The Parties.

The intended Marriage, and the Wife's Father's Marriage-Settlement recited;

by which Lands of his own, his Father and his Wife are charged with Portions for Daughters of that Marriage.

in and by the ſaid recited Indenture referred to (after ſeveral Limitations therein mentioned) ſhould be ſold, and that the Money ariſing by ſuch Sale, and the Rents, Iſſues and Profits of the Premiſſes in the mean time accruing, ſhould be paid unto and amongſt all and every the Daughter and Daughters of the ſaid *Adam Allen* on the Body of the ſaid *Gertrude* then begotten or to be begotten, equally, Share and Share alike; And whereas the ſaid *Arthur Allen* did, in and by his laſt Will and Teſtament bearing Date on or about the twenty-ſeventh Day of *November* 1703, deviſe unto the ſaid *Fidelia* the Sum of 1000*l.* and did alſo thereby deviſe the Surplus of his Perſonal Eſtate, in Truſt to be divided equally amongſt his Grand-Daughters, the Daughters of the ſaid *Adam Allen*; And whereas in conſideration of the ſaid intended Marriage, and of the Settlement made or agreed to be made by *Oliver Bill* Eſq; and the ſaid *Bryan Bill*, upon or for the Benefit of her the ſaid *Fidelia Allen* and her Iſſue by the ſaid *Bryan Bill* her intended Huſband to be begotten, by certain Indentures quinquepartite bearing even Date herewith, he the ſaid *Adam Allen* did covenant within the Space of three Calendar Months next after the Solemnization of the ſaid intended Marriage to pay unto the ſaid *Daniel Dant* and *Ezra Edge*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, the Sum of 6000*l.* in Money, or good Securities for Money, as and for the Marriage Portion of the ſaid *Fidelia*, to be applied and diſpoſed of for the Uſes and Purpoſes therein mentioned: Now this Indenture witneſſeth, that in conſideration of the ſaid Portion of 6000*l.* covenanted to be paid as aforeſaid, he the ſaid *Bryan Bill* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, and for the ſaid *Fidelia* his intended Wife, her Heirs, Executors and Adminiſtrators, covenant, promiſe, declare and agree, to and with the ſaid *Adam Allen*, his Heirs, Executors and Adminiſtrators, that they the ſaid *Bryan Bill* and *Fidelia* his intended Wife do and will accept of the ſaid Sum of 6000*l.* ſo covenanted to be paid as aforeſaid, in lieu and full Satisfaction and Diſcharge of all ſuch Portions, Sum and Sums of Money, or other Proviſion at any time heretofore made or provided for, or for the Benefit of her the ſaid *Fidelia Allen*, or as are or may become due or payable unto her the ſaid *Fidelia*, or to the ſaid *Bryan Bill* in her Right, by Virtue of the aforeſaid Settlement or Settlements made upon or relating to the Marriage of the ſaid *Adam Allen* with the ſaid *Gertrude* his Wife, out of the Lands or Hereditaments of the ſaid *Arthur Allen*, *Adam Allen* and *Gertrude* his Wife, or any of them, or by Virtue of the laſt Will and Teſtament of the ſaid *Arthur Allen* on any Legacy or Deviſe therein mentioned, for the Benefit of the ſaid *Fidelia* or her Iſſue. And alſo that he the ſaid *Bryan Bill*, his Executors and Adminiſtrators, within one Calendar Month next after Payment of the ſaid Sum of 6000*l.* in manner aforeſaid, ſhall and will, as well for himſelf as for the ſaid *Fidelia* his intended Wife, and their ſeveral and reſpective Heirs, Executors and Adminiſtrators, by his Deed duly executed, acquit, releaſe and diſcharge the ſaid *Adam Allen*, and other the Truſtees of the ſaid *Arthur Allen*, and their ſeveral and reſpective Heirs, Executors and Adminiſtrators; and alſo all and every the Lands, Tenements and Hereditaments of the ſaid *Arthur Allen*, *Adam Allen* and *Gertrude* his Wife, and every or any of them, of and from all Monies by the aforeſaid Settlements, or either of them, charged or chargeable on the ſame Lands, Tenements and Hereditaments, or any of them, to be raiſed in Truſt or otherwiſe, for the Uſe or Benefit of the ſaid *Fidelia* or her Iſſue, or which are deviſed, given, or intended to or for her the ſaid *Fidelia*, or her Iſſue by the ſaid *Arthur Allen*, in and by his ſaid laſt Will and Teſtament, or otherwiſe: Provided that nothing herein contained ſhall extend, or be conſtrued to extend to exclude the ſaid *Bryan Bill* and *Fidelia* his intended Wife, or their Iſſue, of or from any Right, Benefit or Advantage, which ſhall or may accrue to them, any or either of them, by or under any of the Truſts raiſed or created in or by the ſaid recited Indenture of the twenty-ninth Day of *April* 1702. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *Bryan Bill* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, and for the ſaid *Fidelia* his intended Wife, her Heirs, Executors and Adminiſtrators, and for every of them, covenant, promiſe, grant and agree, to and with the ſaid *Adam Allen*, his Executors and Adminiſtrators, that all ſuch Eſtate, Right, Title, Benefit and Advantage, either in Lands or Money, as ſhall at any Time

An Appointment by his Father recited, that Lands ſhould be ſold, and the Money go among theſe Daughters

His Will recited, deviſing farther Sums.

A Settlement of this Date recited,

whereby the Lady's Father covenanted to pay a Sum for a Portion, to Truſtees, &c.

The intended Huſband covenants to accept the ſame, in lieu of Demands by Settlements and Will;

and to releaſe the ſame, on Payment of the Portion,

Proviſo not to exclude them from the Benefit of certain Truſts.

The Huſband covenants for himſelf and the intended Wife, that all Eſtates, &c. hereafter accruing to her, ſhall be paid to Truſtees

or Times hereafter happen or accrue unto the ſaid *Fidelia* in her Life-time, or unto the ſaid *Bryan Bill* in her Right, by Virtue of the ſaid recited Indenture of the twenty-ninth of *April* 1702, or any of the Truſts therein contained, ſhall be veſted in or paid unto the ſaid *Daniel Dant* and *Ezra Edge*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor; And that they the ſaid *Bryan Bill* and *Fidelia* his intended Wife ſhall and will at all Times hereafter, upon Requeſt to them in that behalf made, do and execute any ſuch Act, Matter or Thing as ſhall be adviſed or thought neceſſary for the conveying, ſettling and aſſuring the ſame, unto and upon the ſaid *Daniel Dant* and *Ezra Edge*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, upon the Truſts, and to and for the Intents and Purpoſes herein after mentioned, expreſſed or declared, of and concerning the ſame; that is to ſay, upon Truſt that they the ſaid *Daniel Dant* and *Ezra Edge*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall and do, as ſoon after the Sale of the Part and Share, Parts or Shares of the Lands or Eſtate coming or accruing to the ſaid *Fidelia*, by or under the ſaid laſt mentioned Indenture and Receipt of the Monies ariſing by ſuch Sale or Sales, put or place out the ſame upon Securities at Intereſt, or lay out and inveſt the ſame in a Purchaſe or Purchaſes of Freehold Meſſuages, Lands, Tenements or Hereditaments in Fee-Simple in Poſſeſſion, in ſome convenient Place or Places within the Realm of *England*, and thereupon ſettle, convey and aſſure ſuch Meſſuages, Lands, Tenements or Hereditaments ſo to be purchaſed as aforeſaid, to the Uſe of the ſaid *Bryan Bill*, for the Term of his natural Life; and from and after the Determination of that Eſtate, to the Uſe of Truſtees, to be for that purpoſe named, and their Heirs during his Life, upon Truſt to ſupport the contingent Uſes and Eſtates herein after limited or mentioned from being defeated or deſtroyed, as in ſuch Caſe is uſual, but nevertheleſs in truſt to permit the ſaid *Bryan Bill* and his Aſſigns to take the Rents and Profits during his Life to his own Uſe; And from and after his Deceaſe, then to the Uſe of the ſaid *Fidelia* his intended Wife, for the Term of her natural Life; And from and after the ſeveral Deceaſes of the ſaid *Bryan Bill* and *Fidelia* his intended Wife, to the Uſe of the firſt, ſecond, third, fourth, and of all and every other the Son and Sons of the Body of the ſaid *Bryan Bill* on the Body of the ſaid *Fidelia* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder, one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing always to be preferred before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; And for default of ſuch Iſſue, then to the Uſe and Behoof of all and every the Daughters (if more than one) of the Body of the ſaid *Bryan Bill* on the Body of the ſaid *Fidelia* his intended Wife to be begotten, to be equally divided amongſt them Share and Share alike, to take as Tenants in Common and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of the Bodies of all and every ſuch Daughters lawfully iſſuing; and in caſe one or more of ſuch Daughters ſhall happen to die without Iſſue of her or their Body or Bodies, then as to the Share and Shares of her or them ſo dying, to the Uſe of the Survivors or others of them Share and Share alike, to take as Tenants in Common, and of the ſeveral and reſpective Heirs of their Bodies lawfully iſſuing; And in caſe all the ſaid Daughters but one ſhall happen to die without Iſſue, or if there ſhall be but one ſuch Daughter, then to the Uſe of ſuch only Daughter, and of the Heirs of her Body iſſuing; And for default of all ſuch Iſſue, then to the Uſe of the Survivor of them the ſaid *Bryan Bill* and *Fidelia* his intended Wife, and of the Heirs and Aſſigns of ſuch Survivor for ever. In which ſaid intended Settlement ſhall be contained a Proviſo or Power to and for the ſaid *Bryan Bill* and the ſaid *Fidelia* his intended Wife, at any time or times during their reſpective Lives, by Indenture under their reſpective Hands, to make Leaſes of the Premiſſes ſo to be purchaſed as aforeſaid, or any Part thereof, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years, in Poſſeſſion and not in Reverſion, at the moſt and beſt improved yearly Rent, and under ſuch other Reſtrictions and Limitations as in ſuch Caſe is uſual. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in the mean time and until

upon Truſts after mentioned, *viz.*

To inveſt the ſame in a Purchaſe, to be ſettled to the Huſband for Life;

Then to Truſtees, to ſupport, *&c.*

Then to the Wife for Life.

Then to the firſt and other Sons in Tail Male.

Then to their Daughters in Tail, as Tenants in common;

with Croſs Remainders;

Remainder to the Survivor, *&c.*

The Settlement to contain a Leaſing Power,

with Reſtrictions.

Agreement as to the Profits of Lands till Sale.

the Lands and Eſtate coming and accruing to the ſaid *Fidelia Allen* by Virtue of the ſaid Indenture of the twenty-ninth of *April* 1702, ſhall be ſold, the Rents and Profits of the ſame Lands, and alſo the Intereſt and Produce of the Monies ariſing by the Sale thereof (when ſold) until ſuch Monies ſhall be laid out in a Purchaſe or Purchaſes of Lands to be ſettled as aforeſaid, ſhall be from time to time paid to and received by ſuch Perſon and Perſons, as and to whom the Rents and Profits of the ſaid Lands and Hereditaments ſo to be purchaſed as aforeſaid (if purchaſed) would for the Time being belong, by Virtue of the Limitations above-mentioned. In witneſs, *&c.*

Articles before Marriage, by which the intended Huſband (in purſuance of a Power given by his Uncle's Will) ſettles a Third Part of the deviſed Lands on the Wife, &c. *He alſo, taking his Uncle's Name, limits the Lands to Sons of the Marriage in Tail Male; raiſes a Term to provide Portions for younger Children; covenants to pay off a Mortgage, and to ſettle Part of that Land on the Wife, and to enlarge her Settlement on the Falling in of Annuities; and to leave Perſonal Eſtate to her Children.* N° 20.

THIS Indenture tripartite, made the twenty-fifth Day of *September Anno Domini* 1724, and in the eleventh Year, *&c.* between *Amos Aſtry* of *Bradden* in the Pariſh of *Bradden* in the County of *Gambridge*, Eſq; of the firſt Part, *Denzil Dent* of *Dotten* in the County of *Dorſet*, Eſq; ſole Executor of the Laſt Will and Teſtament of *Edward Dent*, Eſq; late of *Eaſtham* in the County of *Eſſex*, Bart. deceaſed, of the ſecond Part, and Dame *Flora Dent* Widow and Relict of the ſaid Sir *Edward Dent*, and Sir *Daniel Dent* of *Eaſtham* aforeſaid, Bart. Son and Heir of the ſaid Sir *Edward Dent*, and *Flora Dent*, Spinſter, Daughter of the ſaid Sir *Edward Dent* by the ſaid Dame *Flora*, of the third Part. Whereas in and by the Laſt Will and Teſtament of *George Aſtry*, late of *Bradden* aforeſaid, Eſq; deceaſed, by him duly made and executed in Writing, bearing Date the nineteenth Day of *Auguſt* which was in the Year of our Lord 1712, (after reciting, *inter alia*) to the Effect following, that is to ſay, That *Hugh Hull*, then of the *Inner Temple*, ſince deceaſed, and *Jerom Jell* of *Jont* in the County of *Kent*, Gent. and their Heirs, by good and legal Conveyances in the Law, then were or did ſtand ſeiſed of and in all that the Manor or Lordſhip of *Loke* in the County of *Lincoln*, with the Appurtenances, and of and in the Rectory or Parſonage Impropriate of *Loke*, with the Appurtenances, and the Advowſon and Right of Preſentation to the Pariſh-Church of *Loke* aforeſaid; and of and in all Meſſuages, Lands, Tenements, Tithes, Tenths, Hereditaments and Appurtenances whatſoever, to the ſaid Manor, Rectory, Tithes, Advowſon and Premiſſes, or any of them belonging or appertaining, ſituate, lying and being in *Loke* aforeſaid and *Murten*, or either of them, or elſewhere in the ſaid County of *Lincoln*; and of and in all that the Manor or Lordſhip of *Jont*, with the Rights, Members and Appurtenances thereof, in the County of *Norfolk*; and of all and ſingular the Meſſuages, Lands, Tenements, Hereditaments and Appurtenances whatſoever, to the ſaid Manors and Premiſſes, or any of them belonging or appertaining; and alſo of and in all other the Royalties, Franchiſes and Hereditaments then late the Eſtate of Sir *George Aſtry*, ſituate, lying and being in *Jont*, *Nowd*, *Orten*, or of any of them, or elſewhere in the ſaid County of *Norfolk*, upon ſuch ſpecial Truſts and Confidences as were in them by ſuch reſpective Conveyances repoſed. And that *Peter Pin*, then of *Quett* in the ſaid County of *Norfolk*, ſince deceaſed, and the ſaid *Hugh Hull*, and their Heirs, by good and legal Conveyances in the Law, then were or did ſtand ſeiſed of and in all that the Manor or Lordſhip of *Bradden*, with the Appurtenances therein, in the ſaid County of *Gambridge*, and the Capital Meſſuage and Scite of the late diſſolved Monaſtry of *Bradden* in the ſame County, with the Courts, Yards, Gardens and Lands called the *Little Pightle* [*Here follow Parcels*] with the Appurtenances thereunto belonging, eſteemed and taken to be Part and Parcel of the ſaid Scite, and of and in the Quit-Rents, and Profits and Perquiſites of Courts and Fines of or belonging to the ſaid Manors, and

The Parties.

The Will of the intended Huſband's Uncle recited;

whereby, reciting that Truſtees were ſeiſed of Lands, *&c.*

and other Truſtees of other Lands;

and ſuch and ſo much of the Demeſnes, Lands, Tithes and Hereditaments of the ſame Manor, as had been held and enjoyed, or had been ſet out or allotted to make up the yearly Value of 1000*l.* and moſt convenient to be held and enjoyed with the ſaid Capital Meſſuage or Scite, with their Appurtenances; and alſo all Fairs and Markets, and the Tolls, Profits and Hereditaments thereunto belonging, within the ſaid Pariſh of *Bradden*, then or then late in the Poſſeſſion of *Robert Round*, his Aſſignee or Aſſignees; and alſo of and in the Moiety or Half-part of and in all that Turnpike, with the Buildings and Appurtenances thereunto belonging, in the River of *Sparbrooke* in the ſaid Pariſh of *Bradden* [*Here follow more Parcels*] upon ſuch ſpecial Truſts and Confidences as were in them thereby repoſed, and thereof were or ſhould be by him the ſaid *George Aſtry* declared or appointed, he the ſaid *George Aſtry* did in and by his ſaid Will, among other things therein mentioned, deviſe, will and appoint, as to the ſaid Manors, Lands, Hereditaments and Eſtate in the ſaid Counties of *Lincoln* and *Norfolk*, that the ſaid *Hugh Hull* and *Jerom Jell*, and the Survivor of them and his Heirs, and ſuch other Perſon and Perſons and their Heirs, that then were or did ſtand ſeiſed of the ſame Manors, Lands and Premiſſes, ſhould ſtand and be ſeiſed thereof, and of every Part thereof, ſubject unto and under the ſeveral Truſts and Confidences therein, and in part herein after-mentioned. And as to the ſaid Manors, Lands, Hereditaments and Eſtate in the ſaid County of *Cambridge*, he did deviſe, will and appoint the ſame unto the ſaid *Peter Pin* and *Hugh Hull*, and their Heirs, upon Truſt that they the ſaid *Peter Pin* and *Hugh Hull*, and the Survivor of them, and the Heirs of the Survivor of them, ſhould ſtand and be ſeiſed thereof (ſubject to a Term of ninety-nine Years therein mentioned and recited of and in part thereof) under the ſeveral Truſts and Confidences, and ſubject to the ſeveral Charges, Annuities, Legacies and Bequeſts therein, and in part herein after-mentioned; that is to ſay, out of the Rents, Iſſues and Profits of his ſaid Manors, Lands, Tithes, Hereditaments and Eſtates in the ſaid County of *Lincoln*, *Norfolk* and *Cambridge*, every, any or either of them, and the Truſts thereof, he did give and deviſe (among other Annuities which are ſince determined) unto his Son *Thomas Aſtry* during his Life, one Annuity or yearly Rent-Charge of 400*l.* and unto (*Here follow more Annuities*] All which ſaid Annuities the ſaid Teſtator willed to be paid free from Taxes, and ſeverally to commence from the Time of his Deceaſe. And after the Deviſe of ſeveral Legacies and Sums of Money out of his ſaid Manors and Eſtates to ſeveral Legatees in his ſaid Will named, and after directing the Surplus of Monies therein mentioned to be laid out in the Purchaſe of Lands and Hereditaments in ſuch Manner as therein is expreſſed, he the ſaid *George Aſtry* did farther, in and by his ſaid Will (among other Things) will, direct and appoint his ſaid Truſtees reſpectively, and the Survivors and Survivor of them, and the reſpective Heirs of the Survivor of them, after the ſeveral Truſts and Directions therein by him appointed were paid, done and performed, and their Charges allowed, to grant and convey the ſaid Manors, Lands and Premiſſes in the ſaid Counties of *Lincoln*, *Norfolk* and *Cambridge*, and all their Eſtate, Truſts and Intereſts therein, both in Law and Equity, ſubject to the ſeveral Annuities and Charges by him therein before given or deviſed, if any ſhould then happen to be or remain after Failure of Iſſue of the Body of him the ſaid *George Aſtry* on the Body of *Flora* his then Wife to be begotten; to or to the Uſe of the ſaid *Amos Aſtry* (by the Name of his Nephew *Amos Welch*) for and during the Term of his natural Life; to whom he did give and deviſe the ſame, upon Condition that he did call himſelf, and be called and uſe the Surname of *Aſtry* only; with Power in ſuch Conveyance and Conveyances to be for his ſaid Nephew, in caſe he ſhould happen to marry, to ſettle upon ſuch Woman as ſhould be his Wife at the Time of his Death, for Life, ſo much of the ſaid Manors, Lands and Premiſſes, not exceeding one Third Part of the clear yearly Value, as his ſaid Nephew *Amos Welch*, by Writing under his Hand and Seal, ſubſcribed in the Preſence of two or more credible Witneſſes, ſhould limit and appoint; with Remainder of all and ſingular the ſaid Manors, Lands and Premiſſes, to the Uſe and Behoof of firſt, ſecond, and all other Son and Sons of the Body of the ſaid *Amos Welch*, ſeverally, ſucceſſively and reſpectively in Tail Male, with divers Remainders over, and with the laſt Remainder in Fee, to the Uſe of the right Heirs of his ſaid Nephew *Amos Welch*. And the ſaid *George Aſtry* did farther will, direct and

upon Truſts to be by him declared,

he deviſed and appointed the ſame,

ſubject to Annuities, &c.

to be conveyed to the intended Huſband for Life,

upon Condition to take the Teſtator's Name, with Power to make a Jointure;

Remainder to his firſt and other Sons in Tail Male, &c.

appoint his ſaid Truſtees, and their reſpective Heirs, to grant and convey the Premiſſes accordingly, under ſuch Conditions as in the ſame Will are in that Behalf directed, and under a Proviſo, that if his ſaid Nephew *Amos Welch* ſhould happen to have one or more younger Child or Children, then he ſhould or might by any Writing under his Hand and Seal, to be ſubſcribed in the Preſence of two or more credible Witneſſes, limit or appoint all or any of the ſaid Manors, Lands and Eſtate to be leaſed for, or charged with the raiſing of any Sum or Sums of Money, to be paid to ſuch younger Child or Children, ſo as ſuch Sum or Sums of Money did not in the whole exceed the Sum of 8000*l.* the ſame to be beſtowed and divided amongſt ſuch younger Child or Children, and in ſuch Proportion, as his ſaid Nephew *Amos Welch* ſhould think fit, as by the ſaid in part recited Will, Relation being thereunto had, may (among other Things therein contained) more fully and at large appear. And whereas the ſaid *Hugh Hull* did ſurvive the ſaid *Peter Pin*, and by his laſt Will and Teſtament in Writing bearing Date on or about the fifth Day of *September* which was in the Year of our Lord 1719, did (among other Things) deviſe the ſaid Manors of *Bradden* and *Zoll*, and the Moiety of the Tithes, Turnpike and Mills in *Bradden* aforeſaid, and all other the Lands and Eſtate whatſoever, then late of the ſaid *George Aſtry*, of which the ſaid *Hugh Hull* was ſeiſed in Truſt as aforeſaid, with their and every of their Appurtenances, and the Truſts thereof, unto *Aaron Archer* of *Axton* in the ſaid County of *Dorſet* Eſq; *Bernard Brown* of *Pall-Mall* in the Liberty of *Weſtminſter* Gent. the ſaid *Jerom Jell* and *Cyril Church*, and to the Survivor of them, and to the Heirs, Executors, Adminiſtrators and Aſſigns of the Survivor of them. And whereas by Indenture of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being Tripartite bearing Date on or about the third Day of this Inſtant *September*, and made or mentioned to be made between the ſaid *Aaron Archer*, *Bernard Brown*, *Cyril Church* and *Jerom Jell*, of the firſt Part, the ſaid *Amos Aſtry* of the ſecond Part, and *David Dun* of *Dran* in the Pariſh of *Dyle* in the ſaid County of *Cambridge* Eſq; and *Euſtace Eddowes* of *Edmonton* Eſq; of the third Part, reciting among other Things to the Effect as is herein before recited; and for the Conſiderations therein mentioned, they the ſaid *Aaron Archer*, *Bernard Brown*, *Cyril Church* and *Jerom Jell*, in purſuance of the Directions of the ſaid recited Will of the ſaid *George Aſtry*, and in purſuauce of the Truſts thereof, did grant, releaſe and convey unto the ſaid *David Dun* and *Euſtace Eddowes*, their Heirs and Aſſigns, all and every the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Eſtate whatſoever, then late of him the ſaid *George Aſtry*, in the ſaid Counties of *Cambridge*, *Lincoln* and *Norfolk*, or any of them, with their Appurtenances; To hold unto the ſaid *David Dun* and *Euſtace Eddowes*, their Heirs and Aſſigns (ſubject in the firſt place to all ſuch Annuities and Charges as the ſame Premiſſes then ſtood charged with by the ſaid Will of the ſaid *George Aſtry*, which had not been determined, paid or ſatisfied) to the Uſe of the ſaid *Amos Aſtry* for the Term of his natural Life, on Condition that he call himſelf, and be called and uſe the Surname of *Aſtry* only; with Remainder to the ſaid *David Dun* and *Euſtace Eddowes*, their Heirs and Aſſigns, during the Life of the ſaid *Amos Aſtry*, upon Truſt to ſupport the contingent Uſes and Eſtates therein after limited; with Remainder to the firſt and other Sons of the ſaid *Amos Aſtry* ſucceſſively in Tail Male, with ſuch other Remainders over, purſuant to the ſaid recited Will of the ſaid *George Aſtry*; and with and under ſuch Limitations, Proviſoes and Conditions, as in and by the ſaid recited Will of the ſaid *George Aſtry* were in that Behalf ordered or directed; and in particular with ſuch Powers, Proviſoes, Liberties and Authorities in the ſaid Indenture of Releaſe contained, for the ſaid *Amos Aſtry* to make ſuch a Settlement upon ſuch Woman as ſhall be his Wife at the Time of his Deceaſe; and likewiſe ſuch Proviſion for his younger Child or Children, as in and by the ſame Will were in that Behalf reſpectively ordered or directed, or as he was thereby authorized and impowered to make, as by the ſaid recited Indentures, Relation being thereunto had, may more fully and at large appear; And whereas a Marriage is intended by the Grace of God to be ſhortly had and ſolemnized between the ſaid *Amos Aſtry* and the ſaid *Flora Dent*: Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage, and of the Sum of 10000*l.* of lawful Money of *Great Britain*, to the ſaid *Amos Aſtry* in hand paid by the ſaid *Denzil Dent*, at

Remainder to his right Heirs.

A Power to provide for younger Children.

Recital of the Will of a ſurviving Truſtee, by which he deviſed the Truſt-Eſtate to Truſtees.

Indentures of Leaſe and Releaſe recited;

whereby (in purſuance of the Will) they conveyed to other Truſtees,

ſubject to the Annuities,

to the Uſe of the intended Huſband for Life, on Condition, &c.

Remainder to the Truſtees. to preſerve, &c.

Remainder to the Huſband's firſt and other Sons in Tail Male, &c.

Power to make a Jointure,

and Proviſion for younger Children.

The intended Marriage recited.

The Conſiderations,

or before the Enſealing and Delivery of theſe Preſents, in full for the Marriage Portion of the ſaid *Flora Dent*, and of all Portion or Portions, or other Proviſion given to or provided for her the ſaid *Flora*, or to which ſhe is or may be intitled by Virtue of the Settlement made upon the Marriage of the ſaid Sir *Edward Dent* with the ſaid Dame *Flora*, or by Virtue of his laſt Will and Teſtament, or either of them; the Receipt and Payment of which ſaid Sum of 10000*l.* he the ſaid *Amos Aſtry* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Denzil Dent*, his Heirs, Executors and Adminiſtrators, and the Heirs, Executors and Adminiſtrators of the ſaid Sir *Edward Dent*, and every of them for ever by theſe Preſents, and for making ſuch preſent Settlement, Jointure and Proviſion of Maintenance for the ſaid *Flora Dent* (in caſe ſhe ſhall after the ſaid intended Marriage had and ſolemnized happen to ſurvive and overlive the ſaid *Amos Aſtry* her intended Huſband) as he the ſaid *Amos Aſtry* is impowered and enabled to make, by Virtue and according to the true Intent and Meaning of the ſaid recited Will of the ſaid *George Aſtry*, and of the ſaid recited Indenture of Releaſe, or either of them, he the ſaid *Amos Aſtry*, purſuant to, and by Force and Virtue of the ſaid recited Power and Powers, and Authority and Authorities to him given, directed or intended for making ſuch Settlement or Jointure as aforeſaid, and of all and every other Power and Powers, Authority and Au-

The Appointment of a Jointure.

thorities to him in that Behalf given, or any ways enabling him thereunto, hath granted, ſettled, directed, limited and appointed, and by theſe Preſents doth grant, ſettle, limit, direct or appoint, unto and upon the ſaid *Flora Dent* his intended

The Parcels.

Wife, all that Capital Meſſuage of or belonging to the late diſſolved Monaſtery of *Bradden* in the ſaid County of *Cambridge*, with the Courts, Yards, Gardens, Orchards, Fiſh-Ponds and other Appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed; and alſo all thoſe ſeveral Cloſes or Fields, and Pieces or Parcels of Land and Hereditaments, with their Appurtenances next herein after particularly mentioned; that is to ſay [*Here follow many Parcels*] and all that one Piece of Common or Coney-Warren in *Bradden* aforeſaid, and all the Conies or Rabbits in the ſame Warren, with the Increaſe, Produce, Profits and Advantage to ariſe or grow therefrom, and full and free Liberty there to hunt, hey, ferret and pitch Nets for taking and catching the ſame Conies and Rabbits; and alſo all the Profits and Advantages of Fiſhing and Fiſhery of and in two Fiſh-Ponds lately made near the ſame Meſſuages and Warren, which ſaid laſt-mentioned Meſſuage, Warren and Premiſſes now are or late were in the Tenure, Poſſeſſion or Occupation of *Francis Fowles*, his Aſſigns, Leſſees or Under-Tenants, at and under the yearly Rent of 5*l.* or thereabouts, and thirty Couple of good Rabbits yearly, at the proper Seaſons of the Year; and alſo all thoſe ſeveral Lands, Grounds and Hereditaments, with their Appurtenances, lying and being within the ſaid Manor of

Deſcription by being Part of the deviſed Eſtates,

[*Here follow more Parcels*] All which ſaid Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before granted, limited and appointed as aforeſaid, or mentioned or intended ſo to be, are Part and Parcel of the ſaid Manors, Lands, Hereditaments and Eſtate late of the ſaid *George Aſtry*, which in and by his ſaid Will were deviſed and directed to be granted and conveyed by his ſaid Truſtees as aforeſaid, and are now together of the yearly Value of 1000*l.* or

and not more than a third Part in Value;

thereabouts, which does not exceed one third Part of the preſent clear yearly Value of the ſaid Manors, Lands, Hereditaments and Eſtate ſo deviſed and directed to be conveyed as aforeſaid; and alſo all yearly and other Rents, Iſſues and Profits of the ſaid Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted, ſettled, limited and appointed, or mentioned or intended ſo to be as aforeſaid, and of every of them, and of every Part and Parcel thereof;

Habendum

To have and to hold the ſaid Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby or mentioned or intended to be hereby granted, ſettled, limited and appointed as aforeſaid, with their and every of their Appurtenances, freed and diſcharged of and from the aforeſaid

to the Wife for her Jointure,

Annuities, and every of them, unto and to the Uſe of the ſaid *Flora Dent* and her Aſſigns, for and during the Term of her natural Life for her Jointure, to commence in Poſſeſſion from and immediately after the Deceaſe of the ſaid *Amos Aſtry* her intended Huſband, and to be in Lieu, Bar and Satisfaction of her Dower and

in Bar of Dower.

Thirds at Common Law, which ſhe the ſaid *Flora* can or may have or claim, of, into

or out of all and every and any the ſaid Manors, Meſſuages, Lands, Tenements or Hereditaments whereof he the ſaid *Amos Aſtry* her intended Huſband now is or at any Time hereafter during the Coverture between them ſhall be ſeiſed, of any Eſtate of Freehold or Inheritance. And whereas ſome Part or Parts of the ſaid Manors, Lands and Hereditaments late of the ſaid *George Aſtry* are now in Mortgage to ſeveral Perſons for ſecuring the Payment of ſeveral Sums of Money, amounting together to the Sum of 4000*l.* Principal Money, or thereabouts: Now this Indenture further witneſſeth, and the ſaid *Amos Aſtry*, in conſideration of the ſaid intended Marriage and Marriage-Portion, and for other the Conſiderations aforeſaid, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid Dame *Flora Dent* and *Daniel Dent*, their Executors and Adminiſtrators, in manner following; that is to ſay, That he the ſaid *Amos Aſtry*, his Heirs, Executors or Adminiſtrators ſhall and will within the Space of one Year next after the Solemnization of the ſaid intended Marriage, by and out of their own proper Monies, pay off and diſcharge all Principal Monies and Intereſt due or to grow due upon the aforeſaid Mortgages, every or any of them. And further, that he the ſaid *Amos Aſtry* ſhall and will thereupon grant, ſettle, limit and appoint, unto and upon her the ſaid *Flora Dent* his intended Wife, all thoſe Lands and Grounds called *Gaworth*, with their Appurtenances, abutting South on [*Here Deſcriptions and Parcels*] To have and to hold the ſame and every Part thereof, with the Appurtenances, freed and diſcharged of and from the aforeſaid Annuities, and every of them, unto and to the Uſe of her the ſaid *Flora Dent* and her Aſſigns, for and during the Term of her natural Life, for and as an Increaſe of her Jointure, to commence in Poſſeſſion from and immediately after the Deceaſe of him the ſaid *Amos Aſtry*. And alſo that in caſe the ſaid intended Marriage ſhall take effect, and all or any of the ſaid ſeveral Annuities charged on the ſaid Manors, Lands and Eſtate late of the ſaid *George Aſtry* in and by his ſaid recited Will as aforeſaid, and which are now payable thereout, ſhall ceaſe and determine by the Death of any of the Annuitants, or any of them before-mentioned, or otherwiſe, during the Joint Lives of the ſaid *Amos Aſtry* and the ſaid *Flora Dent* his intended Wife, then and in ſuch Caſe he the ſaid *Amos Aſtry* ſhall and will thereupon grant, ſettle, limit and appoint, unto and upon, or to the Uſe of her the ſaid *Flora Dent* for her Life, to commence in Poſſeſſion from and immediately after his Deceaſe, and to be for and as an Increaſe of her Jointure, ſuch and ſo much more, and ſuch further Part and Parts of the ſaid Manors, Lands, Hereditaments and Premiſſes in the ſaid County of *Cambridge*, in and by the ſaid recited Will of the ſaid *George Aſtry* deviſed as aforeſaid, as he the ſaid *Amos Aſtry* can or then lawfully may ſo grant, ſettle, limit or appoint, according to the Purport, true Intent and Meaning of the ſame Will, and the Powers and Authorities to him the ſaid *Amos Aſtry* in that Behalf given or reſerved; and ſo *toties quoties*, or as often as any of the ſaid Annuities ſhall during the Joint-Lives of him the ſaid *Amos Aſtry* and *Flora Dent* ceaſe and determine; ſo that at the Time of the Deceaſe of him the ſaid *Amos Aſtry* ſhe the ſaid *Flora Dent* his intended Wife (in caſe ſhe ſhall him ſurvive) ſhall and may have then ſetled upon her ſuch and ſo much of the ſaid Manors, Lands, Hereditaments and Eſtate late of the ſaid *George Aſtry*, as ſhall amount to one Third Part of the then clear yearly Value thereof, or as near thereto as may be. And this Indenture further witneſſeth, That in conſideration of the ſaid intended Marriage and Marriage-Portion, and for other the Conſiderations aforeſaid, and for making ſuch Proviſion for the Child or Children of the ſaid *Amos Aſtry* on the Body of the ſaid *Flora Dent* his intended Wife to be begotten (except one eldeſt or only Son) as he the ſaid *Amos Aſtry* is authorized and impowered to make for his younger Child or Children (if any ſuch he ſhall happen to have) by Force and Virtue of the ſaid recited Will of the ſaid *George Aſtry*, and the ſaid recited Indenture of Releaſe, or either of them, or otherwiſe, he the ſaid *Amos Aſtry*, purſuant to, and by Force and Virtue of the ſaid recited Power and Authority to him given or reſerved for making ſuch Proviſion for his younger Child or Children as aforeſaid, and of all and every other Power and Powers, and Authority and Authorities to him in that Behalf given, or any ways enabling him thereto, doth by theſe Preſents charge and ſubject all and every the ſaid Manors, Lands, Hereditaments and Eſtate late of him the ſaid *George Aſtry* within the ſaid ſeveral

Recital that Part of the Lands of the Teſtator are in Mortgage.

The Huſband covenants to pay off the ſame, &c.

and to ſettle Part on the Wife.

Habendum to the Wife, as Increaſe of Jointure.

The Huſband covenants, on Deaths of Annuitants, to increaſe the Jointure,

to make it a Third Part Value of the whole deviſed Eſtate.

Proviſion made for younger Children.

The Huſband charges the Lands (ſubject to the Jointure)

ſeveral Counties of *Lincoln*, *Norfolk* and *Cambridge*, and every or any of them (ſubject and without Prejudice nevertheleſs to the Jointure and Eſtate for Life of her the ſaid *Flora Dent*, of and in ſuch Part and Parts, and ſo much thereof, as are or ſhall be ſettled or limited unto and upon her for her Life as aforeſaid) with and to the Payment of the full Sum of 8000*l.* of lawful Money of *Great Britain*, to be raiſed and levied within the Space of three Calendar Months next after the Deceaſe of the ſaid *Amos Aſtry*, for the Portion and Portions of all and every his Child and Children on the Body of the ſaid *Flora Dent* his intended Wife to be begotten (except one eldeſt or only Son as aforeſaid) and to be thereupon forthwith paid or payable, in manner following; (that is to ſay) if but one ſuch Child, then the ſaid whole Sum of 8000*l.* to be forthwith paid or payable to ſuch only Child; and if two or more ſuch Children, then the ſaid Sum of 8000*l.* to be ſhared and divided between or amongſt them, in ſuch Parts and Proportions, Manner and Form, as he the ſaid *Amos Aſtry* by any Writing or Writings under his Hand and Seal atteſted by two or more credible Witneſſes, or by his Laſt Will and Teſtament in Writing to be by him ſigned and publiſhed in the Preſence of the like Number of Witneſſes, ſhall direct or appoint; And in default of ſuch Direction and Appointment, then as ſhe the ſaid *Flora Dent*, after the Deceaſe of the ſaid *Amos Aſtry* her intended Huſband, by any Writing or Writings under her Hand and Seal atteſted by two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, to be by her ſigned and publiſhed in the Preſence of the like Number of Witneſſes, ſhall direct or appoint; And in default of all ſuch Directions or Appointments, then the ſaid Sum of 8000*l.* to be forthwith paid or payable unto, and equally divided amongſt all the ſame Children (except as aforeſaid) Share and Share alike; and in caſe any of ſuch Children ſhall happen to die before he, ſhe or they ſhall attain the Age of twenty-one Years or be married, then the Portion or Portions, or Share or Shares of her, him or them ſo dying, ſhall go and remain unto the Survivors or Survivor of them (except as aforeſaid) Share and Share alike. And if all the ſame Children (except as aforeſaid) ſhall happen to die before any of them ſhall attain the Age of twenty-one Years or be married, then and in ſuch Caſe the ſaid Sum of 8000*l.* or ſo much thereof as ſhall be then raiſed, ſhall be paid to the Perſon or Perſons to whom the Premiſſes ſhall for the Time being belong, by Virtue of the Limitations in the ſaid recited Will of the ſaid *George Aſtry*; and ſo much thereof as ſhall not be raiſed, ſhall ceaſe, and not be raiſed or paid, unleſs the ſaid *Amos Aſtry* ſhall expreſly direct or appoint the ſaid 8000*l.* or any Part thereof to be paid to the Children or Child which he may have by any other Woman or Women which he may take to Wife after the Deceaſe of the ſaid *Flora Dent*. And for the Conſiderations aforeſaid, and for the more effectual ſecuring the Raiſing and Payment of the ſaid Sum of 8000*l.* in mannner and for the Purpoſes aforeſaid, he the ſaid *Amos Aſtry*, in purſuance and by Force and Virtue of the ſaid laſt mentioned Power and Powers, doth hereby leaſe, limit and appoint unto the ſaid Dame *Flora Dent* and Sir *Daniel Dent*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Manors, Lands, Hereditaments and Eſtate late of him the ſaid *George Aſtry*, within the ſaid ſeveral Counties of *Lincoln*, *Norfolk* and *Cambridge*, and every or any of them, with their and every of their Appurtenances; To have and to hold the ſame and every Part thereof, with their Appurtenances, unto the ſaid Dame *Flora Dent* and Sir *Daniel Dent*, their Executors, Adminiſtrators and Aſſigns, from and immediately after the Deceaſe of the ſaid *Amos Aſtry*, for and during the full Time and Term, and unto the full End and Term of five hundred Years from thence next enſuing, and fully to be compleat and ended (ſubject nevertheleſs, and without Prejudice to the Jointure and Eſtate for Life of the ſaid *Flora Dent*, of and in ſuch Part and Parts of the ſame Premiſſes as are or ſhall be limited or ſettled unto or upon her for her Life as aforeſaid) to the End that they the ſaid Dame *Flora Dent* and Sir *Daniel Dent*, or the Survivor of them, his or her Executors, Adminiſtrators or Aſſigns ſhall and may, by the Rents and Profits thereof, or by Leaſing or Mortgaging the Premiſſes, or a competent Part thereof (without Prejudice as aforeſaid) raiſe and levy the ſaid Sum of 8000*l.* for the Purpoſes aforeſaid. And the ſaid *Amos Aſtry* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid Dame *Flora Dent* and Sir *Daniel Dent*, their Executors, Adminiſtrators and Aſſigns, in

with a Sum for Portions; when and how payable.

Benefit of Survivorſhip among the Children.

Direction, if all die under twenty-one, &c.

A Term created to raiſe the Portions by Profits, Leaſe or Mortgage.

The Huſband covenants that he has Power to ſettle, &c.

manner following; (that is to ſay) That for and notwithſtanding any Act, Matter or Thing by the ſaid *Amos Aſtry* and *George Aſtry*, or either of them, or by any Perſon or Perſons lawfully claiming or to claim, from, by or under them or either of them, done, committed, or wittingly or willingly ſuffered to the contrary, he the ſaid *Amos Aſtry* now hath at the Time of the Enſealing and Delivery of theſe Preſents in himſelf good Right, full Power, and lawful and abſolute Authority to make ſuch Settlement, Charge, Limitations and Appointments, as are herein before by him made reſpectively as aforeſaid. And further, that ſhe the ſaid *Flora Dent* and her Aſſigns (in caſe ſhe ſhall happen to ſurvive the ſaid *Amos Aſtry* her intended Huſband) ſhall and may from time to time, and at all times then after, during the Time of her natural Life, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Capital Meſſuage, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before limited to her for her Life for her Jointure as aforeſaid, and receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Amos Aſtry*, his Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming any Eſtate, Right, Title, Intereſt or Truſt, either in Law or Equity, of, into or out of the ſame Premiſſes or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *George Aſtry*; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, ſaved harmleſs and kept indemnified, of, from and againſt all and all manner of former and other Gifts, Grants, Jointures, Dowers, Uſes, Truſts, Wills, Entails, Annuities, Rents, Debts, Legacies, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Amos Aſtry* and *George Aſtry*, or either of them, their or either of their Heirs and Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under, or in truſt for them, or either or any of them. And moreover, that he the ſaid *Amos Aſtry* and his Heirs, and all and every other Perſon and Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, into or out of the ſaid Manors, Lands, Hereditaments and Eſtate, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *George Aſtry*, ſhall and will from time to Time, and at all times hereafter, at the requeſt of the ſaid Dame *Flora Dent* and Sir *Daniel Dent*, or the Survivor of them, his or her Executors and Adminiſtrators, but at the Coſts and Charges of the ſaid *Amos Aſtry*, his Heirs, Executors or Adminiſtrators, make, do, execute and ſuffer, or cauſe to be made, done, executed and ſuffered, any ſuch further or other lawful and reaſonable Acts, Deeds, Deviſes, Conveyances or Aſſurances in the Law whatſoever, for the better, more perfect and abſolute eſtabliſhing, ratifying, making good and confirming the ſaid Settlement, Limitations and Appointments herein before reſpectively made, or mentioned or intended to be made as aforeſaid, according to the Purport, true Intent and Meaning of theſe Preſents, and of the Parties hereunto, as by the ſaid Dame *Flora Dent* and Sir *Daniel Dent*, or the Survivor of them, his or her Executors or Adminiſtrators, or his, her, their, or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable for making or doing thereof to go or travel above five Miles from his or their then Dwellings or Places of Abode. And this Indenture further witneſſeth, and the ſaid *Amos Aſtry*, in conſideration of the ſaid intended Marriage and Marriage-Portion, and for other the Conſiderations aforeſaid, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid Dame *Flora Dent* and Sir *Daniel Dent*, their Executors and Adminiſtrators, in manner following; that is to ſay, That in caſe the ſaid intended Marriage ſhall take effect, and there ſhall be Iſſue one or more Child or Children of the ſaid *Amos Aſtry* on the Body of the ſaid *Flora Dent* his intended Wife to be begotten (beſides an eldeſt or only Son) living or in *Ventre ſa Mere* at the Time of his Death, and which ſhall afterwards be born

And for quiet Enjoyment,

free from Incumbrances,

and for further Aſſurances.

The Huſband covenants to leave Perſonal Eſtate to the younger Children;

born alive, and that he the ſaid *Amos Aſtry* ſhall be poſſeſſed of or intitled to Monies, Goods, Chattels, or other Perſonal Eſtate, to the Value of 3000*l.* of lawful Money of *Great Britain*, or more, at ſuch the Time of his Deceaſe, over and above what he ſhall then juſtly owe to any Perſon or Perſons, then and in ſuch Caſe he the ſaid *Amos Aſtry* ſhall and will, either in his Life-time or at the Time of his Death, give or leave the Sum or Value of 3000*l.* of lawful Money of *Great Britain* at leaſt, unto or for the Benefit of all and every the ſame Child or Children, over and above what is herein provided for them (except an eldeſt or only Son) and to be paid or payable in manner following; that is to ſay, If but one ſuch only Child, then to ſuch only Child as and when he or ſhe ſhall by Virtue of theſe Preſents be intitled to the aforeſaid Sum of 8000*l.* and if two or more ſuch Children, then to be ſhared and divided between or amongſt them, at ſuch Times and in ſuch Proportions, and upon ſuch and the like Contingencies and Limitations as they ſhall reſpectively, by Virtue of theſe Preſents, be intitled to the aforeſaid Sum of 8000*l.* But in caſe the ſaid *Amos Aſtry* ſhall happen to die in the Life-time of the ſaid *Flora Dent* his intended Wife, and there ſhall be no other Child or Children of him the ſaid *Amos Aſtry* on the Body of the ſaid *Flora Dent* begotten living at the Time of his Deceaſe, or afterwards born alive (except an eldeſt Son or only Son) and there being ſuch, all of them (except as aforeſaid) ſhall happen to die before any of them attain the Age of twenty-one Years or be married, Then and in ſuch Caſe the Executors or Adminiſtrators of him the ſaid *Amos Aſtry* ſhall thereupon pay, aſſign, or otherwiſe make over unto her the ſaid *Flora Dent*, her Executors, Adminiſtrators or Aſſigns, to and for her and their Uſe and Benefit, ſuch and ſo much of the Monies, Goods, Chattels and Perſonal Eſtate of him the ſaid *Amos Aſtry*, as ſhe the ſaid *Flora Dent* ſhall elect or make Choice, not exceeding in the whole the Value of 1500*l.* of lawful Money of *Great Britain*, together alſo with what ſhe may have or claim (after Deduction of the ſaid Sum of 1000*l.*) by Virtue of the Diſtribution of Inteſtates Eſtates, in caſe the ſaid *Amos Aſtry* ſhall die inteſtate and without a Will. In witneſs, *&c.*

Or if none ſuch, to the Wife.

N° 21. *Articles before Marriage, reciting a Marriage Settlement of equal Date; under which Part of the Portion being paid, the Reſidue is by theſe Articles agreed to be placed out by Truſtees for the Benefit of the Huſband, Wife, and younger Children; and if no Child, to the Survivor of Huſband and Wife. The Huſband may have the Money on ſettling an Equivalent in Land. Indemnification againſt his Father's Will and Codicil. Money and Jewels under her Mother's Will to be at her ſeparate Diſpoſal.*

The Title of the Articles, Parties and Additions.

Articles of Agreement tripartite, indented, had and made the tenth Day of May *in the ſixth Year of the Reign of our Sovereign Lord* George, *by the Grace of God, of* Great Britain, France *and* Ireland, *King, Defender of the Faith,* &c. Anno Domini 1720. *between Sir* Adam Aſh *of* Aſhfield *in the County of* Berks, *Bart. of the firſt Part, and* Bryan Ball *of* Ballgrove, *&c. and* Benjamin Bing, *&c. of the ſecond Part, and* Clara Coates *of the City of* London, *Spinſter, of the third Part, as follows.*

The intended Marriage recited;

and a Marriage Settlement of this Date,

WHEREAS a Marriage is intended by God's Permiſſion ſhortly to be had and ſolemnized by and between the ſaid Sir *Adam Aſh* and the ſaid *Clara Coates*, with whom the ſaid Sir *Adam Aſh* is to have 10000*l.* of lawful Money of *Great Britain*, for and as her Marriage Portion; And whereas the ſaid Sir *Adam Aſh*, for and in conſideration of 6000*l.* Part of the ſaid 10000*l.* hath by Indentures of Leaſe and Releaſe by him duly executed, the ſaid Leaſe bearing Date the Day next before the Day of the Date of theſe Preſents, and the ſaid Releaſe bearing even Date herewith, purſuant to a Power to him limited in and by one Indenture bearing Date the twenty-fifth Day of *July* in the Year of our Lord 1718, made or mentioned

tioned to be made between Sir *Adam Aſh* Bart. deceaſed, late Father of the ſaid Sir *Adam Aſh*, by the Name of Sir *Adam Aſh* of *Aſhfield* in the County of *Berks* Bart. and the ſaid Sir *Adam Aſh* by the Name of *Adam Aſh* Eſq; Son and Heir apparent of the ſaid Sir *Adam Aſh*, of the one Part, and Sir *Daniel Deal* by the Name of Sir *Daniel Deal* of *Dealhill* in the ſaid County of *Berks* Bart. and *Edward Ellis*, by the Name of *Edward Ellis* of *Enden* in the ſaid County of *Berks* Eſq; of the other Part, and of all and every other Power and Powers in him the ſaid Sir *Adam Aſh*, conveyed and ſettled the Capital Meſſuage, Barton, Farm and Demeſne Lands of *Aſhfield*, and other Lands in the ſaid Indenture of Releaſe particularly mentioned and deſcribed, of the yearly Value of 500 *l.* as and for the Jointure of her the ſaid *Clara Coates* during her natural Life; and thereby alſo covenanted for him and his Heirs, that the ſaid Capital Meſſuage and other Premiſſes were then and ſo ſhould continue to be during the natural Life of the ſaid *Clara Coates* of the full yearly Value of 500 *l.* in Manner and Form as in the ſaid Indenture of Releaſe is ſpecified and contained; and hath alſo thereby limited and charged all and ſingular the Manors, Lands, Tenements and Hereditaments in the ſaid Indenture of the twenty-fifth Day of *July* in the ſaid Year of our Lord 1718 mentioned, with the Sum of 5000 *l.* for the Portion or Portions of ſuch Daughter or Daughters, younger Son and younger Sons, as the ſaid Sir *Adam Aſh* ſhould happen to have by her the ſaid *Clara Coates*, payable at their reſpective Ages of twenty-one Years or Days of Marriage, which ſhould firſt happen; and with a certain yearly Sum or Sums payable to ſuch Daughter or Daughters, younger Son or younger Sons, for his, her and their reſpective Education and Maintenance in the mean time, till the ſaid reſpective Portion and Portions ſhould become payable, as in and by the ſaid reſpective Indentures, Relation being thereunto had, may more fully appear. Now as to and for 4000 *l.* Reſidue of the ſaid Sum of 10000 *l.* it is hereby covenanted, concluded and agreed upon, by and between all and every the ſaid Party and Parties hereunto, and the ſaid Sir *Adam Aſh* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, grant and agree, to and with the ſaid *Bryan Ball* and *Benjamin Bing*, their Executors, Adminiſtrators and Aſſigns, that it ſhall and may be lawful to and for the ſaid *Bryan Ball* and *Benjamin Bing*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, to place and lay out the ſaid Sum of 4000 *l.* by and with the Conſent of him the ſaid Sir *Adam Aſh*, in the Purchaſe of *South-Sea* Stock, *Bank* Stock, *Eaſt-India* Stock, or upon any Mortgage or Mortgages, or upon any other Government or good Security whatſoever, and to call or take in, and again from time to time ſo to place and lay out the ſame, or any Part thereof, in Truſt and to the Uſes, Intents and Purpoſes herein after-mentioned; (that is to ſay) In Truſt firſt to pay, or cauſe to be paid, all the Intereſt, Profit, Benefit, Dividend and Dividends, and Proceed thereof, and of every Part thereof, and alſo all the Increaſe or Gain of the Capital or Principal thereof which hereafter ſhall happen to be made by the Riſe or otherwiſe of the Value of ſuch Stock, or other Security or Securities, over and beyond the ſaid Principal Sum of 4000 *l.* to the ſaid Sir *Adam Aſh* and his Aſſigns, during his natural Life, for his and their Uſe and Benefit; and from and after the Deceaſe of the ſaid Sir *Adam Aſh*, then in like manner to pay, or cauſe to be paid, all the Intereſt, Profit, Benefit, Dividend and Dividends, and Proceed thereof, and of every Part thereof, and alſo all the Increaſe or Gain of the Capital or Principal thereof which hereafter ſhall happen to be made by the Riſe or otherwiſe of the Value of ſuch Stock, or other Security or Securities, over and beyond the Principal Sum of 4000 *l.* to the ſaid *Clara Coates* and her Aſſigns, during her natural Life, for her and their own Uſe and Benefit, for and as an Increaſe of her Maintenance; and from and after the Deceaſe of the ſaid *Clara Coates*, then in Truſt to pay, or cauſe to be paid, the Intereſt and Benefit, Proceed, Dividend and Dividends thereof, as alſo the ſaid Principal Sum of 4000 *l.* to ſuch Daughter and Daughters, younger Son and younger Sons, as he the ſaid Sir *Adam Aſh* ſhall happen to have by her the ſaid *Clara Coates*, in and by ſuch Sum and Sums, Quota and Quota's, Portion and Portions, and at ſuch Time and Times, as he the ſaid Sir *Adam Aſh*, in and by his laſt Will and Teſtament by him ſigned in the Preſence of two or more credible Witneſſes, and by them atteſted, or in and by any Deed or Writing ſo by him ſigned and atteſted, ſhall direct and appoint; and for want of ſuch Appointment, then to pay, or cauſe to

(made purſuant to a Power in a Settlement made by his Father) by which firſt mentioned Settlement, in conſideration of Part of the Portion, a Jointure is ſettled on the intended Wife, and Portions charged for younger Children, and Maintenances. The now Agreement as to the Reſidue of the Portion. Truſtees to place the ſame at Intereſt, and pay the Profits to Huſband during Life; then to the Wife for Life; then to the younger Children of the Marriage, as the Father ſhall appoint;

to

and for want of Appointment, equally among them.

to be paid, the ſaid Principal Sum of 4000*l.* and all the Intereſt, Profit, Benefit, Dividend and Dividends, and Proceed thereof, and all the Intereſt and Gain of the Principal Stock as aforeſaid, to and amongſt ſuch Daughter or Daughters, younger Son and younger Sons, equally between them, if there ſhall be more than one ſuch; And in caſe there ſhall be no ſuch Daughter or Daughters, Son or Sons, who ſhall take by Virtue of theſe Preſents, then in Truſt to pay the ſame, and every Part thereof to be paid to the Survivor of them the ſaid Sir *Adam Aſh* and *Clara Coates*, his or her Executors, Adminiſtrators and Aſſigns, to his, her or their own Uſe and Benefit. Provided always nevertheleſs, and it is the true Intent and Meaning of theſe Preſents, and of all and every the Party and Parties hereunto, that if the ſaid Sir *Adam Aſh* ſhall at any time or times during his natural Life purchaſe any Manor, Lands, Tenements or Hereditaments of the clear yearly Value of 200*l.* or more in Fee-ſimple, and ſhall ſettle and convey the ſame to the ſaid *Bryan Ball* and *Benjamin Bing*, and their Heirs, to the Uſe of him the ſaid Sir *Adam Aſh* and his Aſſigns, during his natural Life; and after his Deceaſe, to the Uſe of her the ſaid *Clara Coates* and her Aſſigns, during the Term of her natural Life; and from and after the Deaths and Deceaſes of the ſaid Sir *Adam Aſh* and *Clara Coates*, then to the Uſe of and in Truſt for ſuch Daughter and Daughters, younger Son and younger Sons, as he the ſaid Sir *Adam Aſh* ſhall happen to have by her the ſaid *Clara Coates*, for ſuch Eſtate and Intereſt, and in and by ſuch Quantities and Proportions, as he the ſaid Sir *Adam Aſh*, in and by his Laſt Will and Teſtament by him ſigned in the Preſence of two or more credible Witneſſes, and by them atteſted, or in and by any Deed or Writing ſo by him ſigned, and ſo atteſted, ſhall direct or appoint; and for want of ſuch Direction and Appointment, then to the Uſe of ſuch Daughter and Daughters, younger Son and younger Sons, equally between them, Share and Share alike, if there ſhall be more than one ſuch Daughter or Daughters, Son or Sons; and in caſe there ſhall be no ſuch Daughter or Daughters, Son or Sons, who ſhall take by Virtue of ſuch Settlement, then to the Uſe of the Survivor of them the ſaid Sir *Adam Aſh* and *Clara Coates*, and the Heirs and Aſſigns of ſuch Survivor; That then and in that caſe it ſhall and may be lawful to and for the ſaid Sir *Adam Aſh*, his Executors, Adminiſtrators and Aſſigns, to have, take and receive the aforeſaid Principal Sum of 4000*l.* and all and all manner of Advantage and Increaſe thereof, to his, her and their own Uſe and Benefit. And in caſe the ſaid Sir *Adam Aſh* ſhall purchaſe Lands to the clear yearly Value of 100*l.* but not leſs than 100*l. per Annum*, and ſhall ſo ſettle the ſame as aforeſaid, that then he, his Executors and Adminiſtrators ſhall be intitled to a proportionable Share of the ſaid Principal Sum of 4000*l.* and of all Advantage and Increaſe thereof, reckoning 2000*l.* Principal for 1000*l. per Annum*. *Item*, It is agreed by and between all and every the ſaid Parties hereunto, that it ſhall and may be lawful to and for the ſaid Sir *Adam Aſh* during his natural Life, and from and after his Deceaſe to and for the ſaid *Clara Coates* during her natural Life, to leaſe, grant or demiſe all or any Part of the ſaid Premiſſes ſo to be purchaſed and ſettled, when ſettled as aforeſaid, for any Term not exceeding the Term of twenty-one Years, under a Rent to the full improved yearly Rack-Value thereof, to continue payable during ſuch Leaſe, any thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. *Item*, Whereas the ſaid Sir *Adam Aſh* deceaſed, in and by his Laſt Will and Teſtament bearing Date the twenty-fourth Day of *July* 1718, thereby amongſt other Things reciting, That whereas by certain Articles of Agreement indented, made and concluded on or about the ſeventeenth Day of *February* in the Year of our Lord 1689, made between *Fulk Font*, Eſq; of the firſt Part, him the ſaid Sir *Adam Aſh* of the ſecond Part, and *Guy Font* of *Gand*, Eſq; *Hugh Hicks* of *London*, Eſq; and *Jerom Joy* of *Irrill*, Merchant, all ſince deceaſed, of the third Part, the ſaid *Fulk Font* did agree to pay the Sum of 5000*l.* as a Marriage-Portion with his then eldeſt Daughter *Leonora*, his the ſaid Sir *Adam Aſh*'s late Wife, and that the ſaid Marriage-Portion was to be paid to Truſtees for the Purpoſes in the ſaid Writing contained; And that whereas the ſaid 5000*l.* was not paid to the ſaid Truſtees, but was by his Brother *Fulk Font* paid to him the ſaid Sir *Adam Aſh*; And that whereas it was in the ſaid Articles contained as follows, or to that Effect, *(viz.)* If it ſhould ſo happen that the ſaid *Leonora* died before him the ſaid Sir *Adam Aſh*, leaving a younger Child or Children, which ſhould any of them live to the Age of

If no ſuch Child, then to the Survivor of Huſband and Wife.

Proviſo, that if the Huſband ſettles an Equivalent in Land to the Uſe of himſelf for Life,

then to the Wife for Life, then to the younger Children, &c.

And if no ſuch Child, to the Survivor of Huſband and Wife.

That then the Huſband may receive the Reſidue of the Portion,

and in proportion on purchaſing Lands to Half the Value, &c.

Leaſing Power, with Reſtrictions.

The Will of the Huſband's Father recited, in which his Marriage-Articles

(containing a Proviſion for younger Children) are recited.

twenty-one Years, or be married after Age of Conſent, then the ſaid 5000*l.* to be paid to any ſuch Iſſue, or amongſt all or any of them, in ſuch Manner and Proportion as he the ſaid Sir *Adam Aſh* by any Writing, or by his Laſt Will in Writing, ſhould direct, limit and appoint; in purſuance whereof, and of the Power and Authority to him given in and by the ſaid Articles, and for avoiding all Controverſies after his Deceaſe about the paying, dividing and diſtributing the ſaid Sum of 5000*l.* he did in and by his ſaid Will direct, limit and appoint that the ſaid Sum of 5000*l.* ſhould be paid, divided and diſtributed to and amongſt the Iſſue that he had by his ſaid late Wife *Leonora*, Daughter of Sir *Fulk Font*, in ſuch Manner and Proportion as is therein after mentioned; (that is to ſay) To his Daughter *Leonora* the Sum of 2000*l.* and to each of his younger Sons, *Matthew*, *Nathaniel* and *Fulk*, he did limit and appoint 1000*l.* a-piece, and thereby after ſeveral other Legacies he gave and bequeathed all and every the Reſt and Reſidue of his Goods, Chattels, Real and Perſonal Eſtate not therein before given and bequeathed, to Sir *Owen Oſborn*, *Priſcilla* the Wife of the ſaid *Fulk Font* his Brother, *Rachel* the Siſter of his late deceaſed Wife, *Simon Slade* of *Sparkell*, Eſq; Doctor in Phyſick, and the Reverend Mr. *Tull*, Vicar of the Pariſh of *Tilton*, their Executors and Aſſigns; in Truſt in the firſt place, by and out of the ſame to pay off and diſcharge all his juſt Debts that he ſhould owe at the Time of his Death, as alſo the Legacies thereby by him given to his ſaid three Sons and Daughters, or as far as the ſame would extend; and thereby he alſo gave and bequeathed to the ſaid Sir *Owen Oſborn*, *Priſcilla* the Wife of the ſaid *Fulk Font*, *Rachel* the Siſter of his ſaid deceaſed Wife, *Simon Slade* and *Thomas Tull*, and their Heirs for ever, all his Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances (not therein before given and bequeathed, ſituate, lying and being in the ſeveral Pariſhes of *Tilton* [*Here other Pariſhes*] or elſewhere within the Kingdom of *England*, of which he was ſeiſed of an Eſtate of Freehold and Inheritance, to the Uſes, and by and under the Truſts therein aftermentioned and declared of and concerning the ſame; as in and by the ſaid Will, Relation being thereto had, more fully may appear. And whereas the ſaid Sir *Adam Aſh* deceaſed, in and by a Codicil annexed to his ſaid Will, the ſaid Codicil bearing Date the twenty-ſixth Day of *October* in the ſaid Year of our Lord 1717, for the Reaſons therein did revoke that Part of his ſaid Will which conſtituted the Right Honourable Sir *Owen Oſborn* one of his Executors, and all Gifts, Bequeſts and Deviſes therein and thereby made to him, and in his Room and Stead did conſtitute and appoint the Reverend *Xerxes Xoll*, Clerk, Rector of *Yar* in the ſaid County of *Berks*, Eſq; Executor of his Will, in conjunction with the reſt of his Executors therein named, and alſo revoked the ſaid Deviſe of all his ſaid Meſſuages, Lands and Hereditaments, with the Appurtenances, not before in and by the ſaid Will given, ſituate, lying and being in the ſaid ſeveral Pariſhes of *Tilton*, &c. or elſewhere within the Kingdom of *England*, whereof he was ſeiſed of an Eſtate of Freehold or Inheritance, ſo made to them the ſaid Sir *Owen Oſborn*, *Priſcilla Font*, *Rachel* the Siſter of the ſaid late Wife of him the ſaid Sir *Adam Aſh*, *Simon Slade* and *Thomas Tull*, and their Heirs, and in and by the ſaid Codicil did give and deviſe unto the ſaid *Priſcilla Font*, *Rachel Font* the Siſter of the ſaid late Wife of him the ſaid Sir *Adam Aſh*, *Simon Slade*, *Thomas Tull* and *Xerxes Xoll*, and to their Executors, Adminiſtrators and Aſſigns, all his ſaid Meſſuages, Lands, Hereditaments and Premiſſes, with the Appurtenances (not by his Will or Codicil otherwiſe given) ſituate, lying and being within the Kingdom of *Great Britain*, of and in which he was ſeiſed of an Eſtate of Freehold or Inheritance, for and during the full Term and Time of one thouſand Years from his Deceaſe to be computed, upon and under the Truſts therein after by him declared or mentioned touching the ſame; (that is to ſay) In Truſt that his ſaid Truſtees ſhould out of the Rents, Iſſues and Profits of the ſaid Lands, or by Leaſing, Mortgaging, or abſolute Sale of the ſame, or of a competent Part thereof, during the ſaid Term, pay and reimburſe themſelves all Coſts and Charges whatſoever, that they or any of them ſhould or might be put unto, have occaſion to expend or lay out in any wiſe howſoever, by reaſon or occaſion of their being named as Executors or Truſtees, in, by or of his ſaid Will: And upon this farther Truſt, that they the ſaid Truſtees ſhould and might, by all, any or either the Ways aforeſaid, levy and raiſe from time to time ſuch Sum and Sums of Money as ſhould be neceſſary for the Payment of his juſt Debts and Legacies, as his

The Will makes an Appointment,

and deviſes the Reſidue of his Perſonal Eſtate,

upon Truſt to pay Debts and Legacies,

and certain Real Eſtates, upon divers Truſts.

A Codicil of the ſame Anceſtor recited, whereby he revokes and alters Part of the Will;

and deviſed Lands to Truſtees for a long Term,

upon Truſt to pay their own Charges,

and Debts and Legacies, in aid of the Perſonal Eſtate,

his Perſonal and Teſtamentary Eſtate ſhould fall ſhort of anſwering; and alſo to reimburſe, ſatisfy and pay unto *Zacheus Zore* and *Arthur Andrews* therein named, their Heirs, Executors and Adminiſtrators, and every of them, all ſuch Debts, Damages and Coſts, as they, any or either of them ſhould be compelled to pay, or ſhould ſuſtain or be put unto, if any happen by reaſon or occaſion of the ſaid *Zacheus Zore* and *Arthur Andrews*, their having been ſome time thentofore bound or becoming Security to the Society or Company of *Engliſh* Merchants trading to the *Eaſt-Indies* on account and behalf of his ſaid Son *Nathaniel*; and his Will was, that when and as ſoon as all and every the Truſts aforeſaid ſhould be fully executed and performed, that then immediately from thenceforth the ſaid Term of one thouſand Years ſhould ceaſe and determine, or elſe be by the ſaid Truſtees thereof then living aſſigned over, in Truſt to attend the Freehold and Inheritance of the ſaid Lands therein comprized for the Benefit of all and every the Perſon or Perſons therein named in Remainder, when and as they ſhould ſeverally and reſpectively become intitled to the Freehold and Inheritance of the ſaid Lands in Poſſeſſion, by Virtue of that his ſaid Will, or of any Limitation therein contained; and after the Determination of the ſaid Eſtate and Term of one thouſand Years, then he gave the ſame to his ſaid Son Sir *Adam Aſh* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; and afterwards to certain Truſtees therein named and their Heirs, during the Life of the ſaid Sir *Adam Aſh*, to preſerve the contingent Remainders; and afterwards to the firſt and every other Son and Sons of the ſaid Sir *Adam Aſh* in Tail Male, with divers other Remainders over, in the ſaid Codicil limited and expreſſed; as in and by the ſaid Codicil, Relation being thereunto had, more fully and at large it doth and may appear. And whereas the ſaid *Zacheus Zore* and *Arthur Andrews* have, by their Deed bearing Date the thirtieth Day of *April* before the Date of theſe Preſents, releaſed the ſaid Truſt ſo limited for their Indemnity as aforeſaid; And whereas the Perſonal Eſtate of the ſaid Sir *Adam Aſh* deceaſed amounted to no more than 500*l.* which was not ſufficient, or little more than ſufficient to pay his other Debts and Legacies; it is hereby declared and agreed, that it ſhall and may be lawful to and for the ſaid Sir *Adam Aſh*, and the ſaid Sir *Adam Aſh* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, grant and agree, to and with the ſaid *Bryan Ball* and *Benjamin Bing*, their Executors and Adminiſtrators, that he the ſaid Sir *Adam Aſh* ſhall and will within ſix Months next enſuing, for exonerating the ſaid Lands, Tenements and Hereditaments, of and from the ſaid 5000*l.* ſo given to the ſaid younger Sons and Daughters of the ſaid Sir *Adam Aſh* as aforeſaid, purchaſe or procure a Leaſe to the ſaid *Bryan Ball* and *Benjamin Bing*, their Executors, Adminiſtrators and Aſſigns, of Part of the ſaid Premiſſes, of the clear yearly Value of 200*l.* and upwards, of the ſaid Truſtees of the ſaid Sir *Adam Aſh* deceaſed, their Executors, Adminiſtrators and Aſſigns, for and during the Term of ninety-nine Years, if ſhe the ſaid *Clara Coates* ſhall live ſo long, to commence from the Death of the ſaid Sir *Adam Aſh*, Party hereto; in Truſt that they the ſaid *Bryan Ball* and *Benjamin Bing*, their Executors, Adminiſtrators and Aſſigns, do raiſe and levy out of the Rents, Iſſues and Profits of the ſaid Premiſſes, the clear yearly Sum of 200*l.* for the ſole Uſe and Benefit of her the ſaid *Clara Coates* and her Aſſigns, during her natural Life, for her better Support and Maintenance, and pay the ſame to her Quarterly, to wit, at *Michaelmas*, *Chriſtmas*, *Lady-day* and *Midſummer*; the firſt Quarterly Payment to be made upon ſuch of the ſaid Quarter-Days as ſhall firſt and next happen after the Death of the ſaid Sir *Adam Aſh*; and after the Payment of the ſaid clear yearly Sum of 200*l.* in Manner and Form aforeſaid, then to pay the Overplus (if any be) to the Executors, Adminiſtrators and Aſſigns of the ſaid *Adam Aſh*. And whereas *Barbara Coates*, late of *Hackney* in the County of *Middleſex*, Widow, late Mother of the ſaid *Clara Coates*, in and by her Laſt Will and Teſtament bearing Date the twenty-fourth Day of *November* in the Year of our Lord 1719, did, in purſuance of a Power and Authority to her given in and by the Laſt Will and Teſtament of her late Huſband *Charles Coates*, give, diſpoſe of, bequeath and appoint unto or for the Benefit of her ſaid Daughter *Clara Coates*, out of the Eſtate of her ſaid late Huſband the ſeveral Sums of Money therein after-mentioned to be paid to her the ſaid *Clara Coates* for her Uſe and Benefit, at ſuch Times and in ſuch Manner, and for ſuch Purpoſe as is therein after in that Behalf

and indemnify certain Sureties for one of his Sons;

Then the Term to ceaſe or be aſſigned to attend, &c.

Then the Lands to the now firſt Party for Life, *ſans Waſte*; Then to Truſtees, to preſerve, &c. Then to firſt and other Sons ſucceſſively in Tail Male, &c.

Recital that the Sureties have releaſed their Indemnity, and that the Perſonal Eſtate was not ſufficient to pay the Portions for the younger Children of the Teſtator.

The Huſband covenants to procure a long Leaſe, to ſecure an Annuity to the Wife for her Life, for exonerating the Lands from the ſaid Portions.

The Will of the Wife's Mother recited; whereby (in purſuance of a Power given by her Huſband's Will) ſhe gives ſeveral Sums for the Benefit of this Daughter,

Behalf expreſſed, (that is to ſay) the Sum of 10000*l.* for the Marriage-Portion of the ſaid *Clara Coates*, to be paid to her at her Age of twenty-one Years or Day of Marriage, which ſhould happen firſt, provided ſhe married with the Conſent and Approbation of her two Uncles, Sir *David Dill* and *Edward Endy*, Eſq; or the Survivor of them (if they or either of them ſhould be then living) together with Intereſt for the ſame at the Rate of 4*l. per Cent. per Annum*, from the Time of her the ſaid Teſtatrix's Deceaſe until the Time the ſame ſhould become payable as aforeſaid; and the further Sum of 1000*l.* for providing Clothes and other Neceſſaries for the ſaid *Clara Coates* upon her Marriage, to be paid her upon that Occaſion; and the further Sum of 2000*l.* which ſaid laſt mentioned Sum of 2000*l.* ſhe did will, order, direct and appoint ſhould immediately after her Deceaſe be paid to her Sons *Francis Coates* and *George Coates*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, and ſhould remain and continue in their Hands during the Life of her ſaid Daughter the ſaid *Clara Coates*, upon the Truſts, and to and for ſuch Uſes and Purpoſes as are therein after mentioned concerning the ſame; that is to ſay, upon Truſt that they the ſaid *Francis Coates* and *George Coates*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhould from and after the Teſtatrix's Deceaſe, for and during the Life of the ſaid *Clara Coates*, anſwer and pay Intereſt for the ſame after the Rate of 4*l. per Cent.* by equal Quarterly Payments, unto ſuch Perſon and Perſons only, and for ſuch Uſes and Purpoſes as ſhe the ſaid *Clara Coates* ſhould from time to time, notwithſtanding her Coverture, and whether ſhe ſhould be ſole or married, by any Writing or Writings under her Hand direct or appoint, unto the End the ſame might not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts or Engagements of any Huſband which the ſaid *Clara Coates* ſhould happen to marry; and in default of and until ſuch Direction and Appointment, to the proper Hands of the ſaid *Clara Coates*, whoſe Receipt ſhould from time to time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhould ſo pay the ſame, for ſo much thereof for which ſuch Receipt ſhould be given: And upon this further Truſt, that they the ſaid *Francis* and *George*, and the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhould and did pay and diſpoſe of the ſaid Sum of 2000*l.* unto ſuch Perſon and Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts and Proportions, Manner and Form, as the ſaid *Clara Coates*, notwithſtanding her Coverture, and whether ſhe ſhould be ſole or married, by her Laſt Will and Teſtament in Writing, or any Writing purporting her Laſt Will and Teſtament, to be by her ſigned, ſealed and publiſhed in the Preſence of three or more credible Witneſſes, ſhould give, deviſe, limit or appoint the ſame; And in default of ſuch Gift, Deviſe, Limitation or Appointment, then her Will directed and appointed that the ſaid *Francis* and *George* ſhould have and enjoy the ſaid Sum of 2000*l.* ſo given or appointed, to and for their own Uſe and Benefit, in equal Moieties between them, Share and Share alike. Which ſaid ſeveral Sums of 10000*l.* 1000*l.* and 2000*l.* ſo given or appointed to or for the Benefit of the ſaid *Clara Coates* as aforeſaid, were thereby declared to be in full of all her Claims and Demands out of all or any Part of the Eſtate of the Teſtatrix's late Huſband, or the Increaſe thereof ſince his Death, except what is therein after expreſly given or appointed to her. And the ſaid *Barbara*, in further Purſuance of the ſaid Power or otherwiſe, did give, diſpoſe of or bequeath unto the ſaid *Clara Coates* all the Diamonds and other Jewels which the ſaid Teſtatrix was poſſeſſed of, and the intire Furniture of the Yellow Room, the Bed and Bedding, and all belonging to the ſame, together with that Piece of Tapeſtry which was then in her Brother *Endy*'s Room, which was Part of the Set of Tapeſtry in the Yellow Room, and alſo the Cabinet in her own Cloſet, and all that was or ſhould be in it at the Time of her Deceaſe, and all the reſt of the Furniture of her Cloſet, together with every Thing belonging to the ſaid Teſtatrix in the two Cupboards in the beſt Chamber, and the Glaſs-Caſe in the Paſſage-Room up two Pair of Stairs; and all the Linen that was or ſhould be at the Time of the Teſtatrix's Death in the new Wainſcot-Cheſt in the Gallery, except thoſe mark'd *C. C. B.* as in and by the ſaid Laſt Will and Teſtament of the ſaid *Barbara Coates*, Relation being thereunto had, more fully and at large it doth and may appear; It is hereby further agreed, by and between all and every the Party and Parties hereunto, and the ſaid Sir *Adam Aſh* more eſpecially,

viz. a Sum for a Portion;

a Sum for Wedding-Clothes, and a Sum to Truſtees;

To be at her ſeparate Diſpoſal, excluſive of her Huſband.

And if no Diſpoſal, then a Deviſe over.

A Deviſe of Jewels, &c.

The Husband agrees that the Wife shall enjoy the Bequests to her separate Use;

for him, his Heirs, Executors and Administrators, doth covenant, grant and agree, to and with the said *Bryan Ball* and *Benjamin Bing*, their Executors, Administrators and Assigns, that as well all and every the said several Sums of 1000*l.* and 2000*l.* and all Manner of Gain, Benefit, Advantage, Interest, Increase and Proceed thereof, as all and every Part of the said Diamonds, Jewels, Plate, Furniture, Goods, Things, and other the said recited Legacies given to the said *Clara Coates*, or in Trust for her and the said Trustees in the said Testatrix's Will named, any or either of them, shall be and remain to the sole and separate Use and Disposal of the said *Clara Coates*, exclusive of the said Sir *Adam Ash*, his Executors, Administrators and Assigns, notwithstanding the said intended Coverture between him the said Sir *Adam Ash* and the said *Clara Coates*; And that he the said Sir *Adam Ash*, his Executors, Administrators or Assigns, shall not nor will at any time or times whatsoever claim, ask, demand, sue for, intermeddle or have any thing to do therewith; and that he, his Executors and Administrators shall and will, at any time or times hereafter, at the Request, Costs and Charges in the Law of the said Trustees in the said Testatrix's Will named, any or either of them, make, do, execute or suffer, or cause or procure to be made, done, executed and suffered, any further or other reasonable Act and Acts, Thing and Things, Conveyance and Conveyances whatsoever, for the further and better Assuring as well of all or any Part of the said several Sums of 1000*l.* and 2000*l.* and all Manner of Gain, Benefit, Advantage, Interest, Increase and Proceed thereof, as of all or any part of the said Jewels, Plate, Furniture, and other the said recited Legacies so given to the said *Clara Coates*, or in Trust for her as aforesaid, to the sole, only and separate Use and Disposal of the said *Clara Coates*, exclusive of the said Sir *Adam Ash*, his Executors, Administrators and Assigns, notwithstanding the said intended Coverture between them. And that he the said Sir *Adam Ash* shall and will immediately after the Celebration of the said intended Marriage seal and execute in due Form of Law, to the Executors of the Last Will and Testament of the said *Charles*, late Father of the said *Clara Coates*, and to the Executors of the said Last Will and Testament of the said *Barbara*, and to the said Trustees therein named, any or either of them, a good and sufficient Release of all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of her the said *Clara Coates*, of, in or to all and every Part of the Personal and Testamentary Estate of the said *Charles Coates*, late Father of the said *Clara Coates*, except the 10000*l.* the Portion aforesaid. In witness, *&c.*

And that he will not intermeddle,

but will corroborate, *&c.*

and will release to the Executors of her Father and Mother.

N° 22. *Articles before Marriage. The intended Husband's Father covenants to pay him a Sum of Money, and another Sum to Trustees: The Wife's Father covenants also to pay a Sum to the same Trustees for her Portion. These two latter Sums to be laid out in Lands, and settled. The Substance of the Settlement directed. Indemnity to the Trustees.*

The Parties.

THIS Indenture tripartite, made the twenty-ninth Day of *May Anno Domini* 1726, and in the twelfth Year of the Reign, *&c.* between *Austin Ash*, senior, of *London*, Esq; and *Austin Ash*, junior, of *Brentford* in the County of *Middlesex*, Esq; only Son and Heir apparent of the said *Austin Ash*, senior, of the first Part, *Charles Cash* of *London*, Merchant, and *Deborah Cash*, Spinster, his only Daughter, of the second Part, and *Ezekiel Ellis* of *Fanchurch Street London*, Esq; *Godfrey Gale* of the Parish of St. *Andrew Holbourn* in the County of *Middlesex*, Brewer, *Humphrey Hurt*, Citizen and Wax-Chandler of *London*, and *Joseph Cash* of *London*, Merchant, of the third Part. Whereas a Marriage is intended by the Permission of God to be shortly had and solemnized between the said *Austin Ash*, junior, and the said *Deborah Cash*: Now this Indenture witnesseth, That in consideration of the said intended Marriage, and of the Covenant and Agreement herein after contained on the Part and Behalf of the said *Charles Cash*, and for the better Preferment and Advancement of the said *Austin Ash*, junior, and for and towards making a Jointure for the said *Deborah Cash*, in case the said intended Marriage shall take effect,

The intended Marriage recited.

The Considerations of this Deed,

and ſhe ſurvive the ſaid *Auſtin Aſh* junior her intended Huſband, and for making Proviſion for the Iſſue of the ſaid intended Marriage and for the Purpoſes herein after-mentioned, the ſaid *Auſtin Aſh* ſenior doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, their Executors and Adminiſtrators, in manner following; that is to ſay, That in caſe the ſaid intended Marriage ſhall take effect, the ſaid *Auſtin Aſh* ſenior, his Heirs, Executors and Adminiſtrators, ſhall and will, immediately upon or before the Solemnization thereof, well and truly pay, or cauſe to be paid, unto the ſaid *Auſtin Aſh* junior, the Sum of 5000 *l.* of lawful Money of *Great Britain*, to and for his own Uſe, and for his better Advancement and Preferment in the World. And farther, that he the ſaid *Auſtin Aſh* ſenior, his Heirs, Executors and Adminiſtrators, ſhall and will, immediately upon or before the Solemnization of the ſaid intended Marriage, well and truly pay, or cauſe to be paid, unto the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, their Executors or Adminiſtrators, the farther Sum of 5000 *l.* of like Money, to be applied and diſpoſed of for ſuch Intents and Purpoſes, and in ſuch Manner as are herein after-mentioned, expreſſed and declared, of and concerning the ſame. And the ſaid *Charles Caſh*, in conſideration of the ſaid intended Marriage, and of the ſaid Covenants and Agreements herein before contained on the Part and Behalf of the ſaid *Auſtin Aſh* ſenior, and for and towards making a Jointure for the ſaid *Deborah Caſh*, in caſe the ſaid intended Marriage take effect, and ſhe ſurvive the ſaid *Auſtin Aſh* junior, and for making Proviſion for the Iſſue of the ſaid intended Marriage, and for the Purpoſes herein after mentioned, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, their Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhall take effect, he the ſaid *Charles Caſh*, his Heirs, Executors or Adminiſtrators ſhall and will, immediately upon or before the Solemnization of the ſaid intended Marriage, well and truly pay, or cauſe to be paid, unto the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphry Hurt* and *Joſeph Caſh*, their Executors or Adminiſtrators, the Sum of 5000 *l.* of like Money (in full for the Marriage Portion of the ſaid *Deborah Caſh* his Daughter) to be applied and diſpoſed of for ſuch Intents and Purpoſes, and in ſuch Manner as are herein after mentioned, expreſſed and declared, of and concerning the ſame. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid two ſeveral Sums of 5000 *l.* and 5000 *l.* making together the Sum of 10000 *l.* ſo covenanted and agreed to be paid to the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, their Executors or Adminiſtrators as aforeſaid, are to be ſo to them paid upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements herein after-mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, upon Truſt that they the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, or the Survivors or Survivor of them, or ſuch others on whom the Truſts hereby created ſhall or may devolve by Virtue of theſe Preſents, ſhall and do, with the Conſent and Approbation of the ſaid *Auſtin Aſh* junior and *Deborah* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor (ſo ſoon after the Solemnization of the ſaid intended Marriage as a convenient Purchaſe or Purchaſes can be found (lay out and diſpoſe of the ſaid Sum of 10000 *l.* in a Purchaſe or Purchaſes of Freehold or Copyhold Meſſuage or Meſſuages, Lands, Tenements or Hereditaments of an Eſtate of Inheritance in Poſſeſſion, in ſome convenient Place or Places within that Part of *Great Britain* called *England*, and thereupon ſettle, convey and aſſure, or cauſe and procure to be ſettled, conveyed and aſſured, all ſuch Meſſuages, Lands, Tenements or Hereditaments ſo to be purchaſed as aforeſaid, to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the Proviſoes, Limitations and Agreements herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, To the Uſe of the ſaid *Auſtin Aſh* junior, during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of Truſtees to be for that Purpoſe named, and their Heirs, during the Life of the ſaid *Auſtin Aſh* junior, upon Truſt to ſupport the contingent Uſes and Eſtates herein

The Father of the Huſband covenants to pay a Sum of Money to him.

And another Sum to Truſtees.

The Wife's Father covenants to pay a Portion into the Hands of the Truſtees.

The Sums ſo paid to the Truſtees,

by Conſent of Huſband and Wife, or the Survivor,

to be laid out in a Purchaſe in *England*,

and ſettled to the Uſe of the Huſband for Life, *ſans* Waſte; then to Truſtees, to preſerve, &c.

herein after limited or mentioned from being defeated and deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Auſtin Aſh* junior, and his Aſſigns, during his natural Life, to receive and take the Rents and Profits thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe of the ſaid *Deborah Caſh* his intended Wife, for and during the Term of her natural Life, in full for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe can or may have or claim of, in, to or out of all and every or any the Meſſuages, Lands or Hereditaments whereof the ſaid *Auſtin Aſh* her intended Huſband now is, or during the intended Coverture between them ſhall be ſeiſed of any Eſtate of Freehold or Inheritance; and from and after the ſeveral Deceaſes of them the ſaid *Auſtin Aſh* junior, and *Deborah* his intended Wife, and the Deceaſe of the Survivor of them, then to the Uſe of all and every, or ſuch one or more of the Children of the ſaid *Auſtin Aſh* junior, on the Body of the ſaid *Deborah* his intended Wife to be begotten, and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form, with or without Power of Revocation, as he the ſaid *Auſtin Aſh* junior ſhall at any Time or Times during his Life by any Deed or Deeds, Writing or Writings under his Hand and Seal atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, publiſhed and declared in the Preſence of three or more credible Witneſſes, direct, limit, give or appoint the ſame; and in default of ſuch Direction, Limitation, Gift and Appointment, or in caſe any ſuch ſhall be, when and ſo ſoon as the Eſtates and Intereſts thereby limited ſhall reſpectively end and determine, then in caſe there ſhall be one or more Child or Children of the ſaid *Auſtin Aſh* junior on the Body of the ſaid *Deborah* his intended Wife to be begotten (beſides an eldeſt or only Son) the ſaid Meſſuages, Lands and Hereditaments ſo to be purchaſed as aforeſaid, ſhall in and by ſuch Settlement to be made thereof as aforeſaid be charged and ſubjected by limiting or raiſing a Term or Terms for Years, to be veſted in Truſtees for that Purpoſe, or by ſuch other good and effectual Ways and Means as ſhall be thought proper, and as Counſel learned in the Law ſhall adviſe, with and to the Raiſing and Payment thereout of ſuch Sum and Sum of Money for the Portion and Portions of ſuch Child or Children (not being an eldeſt or only Son) as are next herein after mentioned; that is to ſay, If there ſhall be but one ſuch Child, then with the Payment of the Sum of 3000*l.* of lawful Money of *Great Britain*, for his or her Portion; and if there ſhall be two or more ſuch Children, then with and to the Payment of the Sum of 5000*l.* of like Money for their Portions, to be equally divided between them, Share and Share alike; the ſaid Portion or Portions of the ſame Child or Children to be paid to ſuch of them as ſhall be a Son or Sons, at the Age of twenty-one Years; and to ſuch of them as ſhall be a Daughter or Daughters, at the Age of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen, after the Deceaſe of the Survivor of them the ſaid *Auſtin Aſh* junior and *Deborah* his intended Wife, but if in their or either of their Life-time, then within three Calendar Months next after the Deceaſe of the Survivor of them, and not ſooner, unleſs with the Conſent of them the ſaid *Auſtin Aſh* junior and *Deborah* his Wife, or the Survivor of them, teſtified in Writing under their Hands, or the Hand of the Survivor of them; and the ſaid Portion or Portions to ſurvive among the ſame Children, in caſe any of them being a Son or Sons die before the Age of twenty-one Years or Marriage, ſo as no one of them ſhall have above the Sum of 3000*l.* for his or her Portion; and the ſame Premiſſes ſhall by the Ways and Means aforeſaid, or otherwiſe, be charged with and ſubjected to the Raiſing and Payment of ſuch yearly Sum and Sums of Money out of the Rents and Profits thereof, for the Maintenance and Education of the ſame Child or Children, in the mean time from and after the Deceaſe of the Survivor of them the ſaid *Auſtin Aſh* junior and *Deborah* his intended Wife, and until the ſaid Portion or Portions ſhall become payable as aforeſaid, as are herein after mentioned; that is to ſay, In caſe there ſhall be but one ſuch younger Child, then the Sum of 100*l.* for his or her Maintenance and Education; and in caſe there ſhall be two or more ſuch younger Children, then to the Payment of 200*l.* yearly, for their Maintenances and Educations, to be equally divided between them, Share and Share alike; ſuch yearly Sum or Sums for Maintenances and Educa-

Then to the Wife for Life, in Bar of Dower;

Then to Children of the Marriage, as the Huſband ſhall appoint;

and for want of Appointment, and there be younger Children,

a Term to be created to raiſe a Sum, &c.

for their Portions,

when payable.

Benefit of Survivorſhip,

not exceeding a certain Sum,

and Maintenances until Portions payable.

Educations to be paid to ſuch younger Child or Children reſpectively at the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John* Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord Chriſt, by even and equal Portions, free of Taxes; the firſt Payment thereof to begin and be made on ſuch of the ſame Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the Survivor of them the ſaid *Auſtin Aſh* junior and *Deborah* his intended Wife. And in ſuch Settlement as aforeſaid ſhall be inſerted and contained proper and uſual Clauſes or Proviſoes for ceaſing ſuch Term or Terms for Years, and ſuch Charge for Portions and Maintenances as aforeſaid, when and ſo often as the ſame ſhall be raiſed and paid, or in caſe the ſame ſhall not become due or payable; and ſubject to the ſaid ſeveral Eſtates for Life of the ſaid *Auſtin Aſh* junior and *Deborah* his intended Wife, and of the Survivor of them, and ſo charged and chargeable, and ſubject to ſuch Portion and Portions, and Maintenance as aforeſaid, the ſaid Meſſuages, Lands or Hereditaments to be purchaſed as aforeſaid, ſhall (in default of ſuch Direction, Limitation, Gift and Appointment to be made by the ſaid *Auſtin Aſh* junior as aforeſaid) be ſettled, conveyed and aſſured to the Uſe of the firſt Son of him the ſaid *Auſtin Aſh* junior on the Body of the ſaid *Deborah* his intended Wife to be begotten, and of the Heirs of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, fifth, ſixth, ſeventh, and of all and every the Son and Sons of the ſaid *Auſtin Aſh* junior on the Body of the ſaid *Deborah* his intended Wife to be begotten, ſeverally, ſucceſſively and in Remainder one after another, as they and every of them ſhall be in Seniority of Age, and Priority of Birth, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, the Elder of ſuch Sons and Heirs of his Body always to be preferred and to take before the Younger of ſuch Son and Sons, and the Heirs of his and their Body and Bodies iſſuing; and in default of ſuch Iſſue, and that there ſhall be no Daughter or Daughters of the ſaid *Auſtin Aſh* junior on the Body of the ſaid *Deborah* his intended Wife to be begotten, who ſhall live to attain the Age of twenty-one Years or be married, then to the Uſe of him the ſaid *Auſtin Aſh* junior, and of his Heirs and Aſſigns for ever; But in caſe there ſhall be no ſuch Son or Sons of the ſaid *Auſtin Aſh* junior on the Body of the ſaid *Deborah* his intended Wife to be begotten, who ſhall live to attain the Age of twenty-one Years or be married, and there be one more Daughter or Daughters, then (in default of ſuch Direction, Limitation, Gift or Appointment as aforeſaid) to the Uſe of Truſtees to be for that Purpoſe named, and their Heirs, in Truſt as ſoon as conveniently may be, after the Deceaſe of the Survivor of them the ſaid *Auſtin Aſh* junior and *Deborah Caſh*, to ſell and diſpoſe of the ſaid Meſſuages, Lands or Hereditaments ſo to be purchaſed as aforeſaid, either together or in Parcels, for the moſt Monies and beſt Price that can be reaſonably had or gotten for the ſame, and to pay, apply and diſpoſe of the Monies ariſing by ſuch Sale or Sales in manner following; that is to ſay, In caſe there ſhall be only one ſuch Daughter as aforeſaid, in Truſt to pay out of the Monies ariſing by ſuch Sale or Sales the Sum of 5000*l.* of lawful Money of *Great Britain*, unto ſuch only Daughter for her Portion; but in caſe there ſhall be two or three ſuch Daughters and no more, then in Truſt to pay out of the Monies ariſing by ſuch Sale or Sales the Sum of 8000*l.* of like Money, unto and amongſt the ſame two or three Daughters for their Portions, equally to be divided between them, Share and Share alike; but in caſe there ſhall be four or more ſuch Daughters, then in Truſt to pay the whole of the Monies ariſing by ſuch Sales unto and amongſt the ſame Daughters for their Portions, equally to be divided between them, Share and Share alike; the ſaid Portion or Portions of the ſaid Daughter or Daughters to be paid to her or them reſpectively, at her or their reſpective Age or Ages of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen, in caſe ſuch Times of Payment happen after ſuch Sale or Sales is or are herein before directed to be made as aforeſaid; but if before or ſooner, then immedietely upon ſuch Sale or Sales, and to ſurvive among the ſame Daughters, in caſe any of them ſhall happen to die unmarried before her or their Portion or Portions ſhall become payable as aforeſaid, ſo always as no one ſuch Daughter ſhall have above the Sum of 5000*l.* for her Portion, nor any two ſuch

The Settlement to contain a Clauſe for ceaſing the Term.

If no Appointment then to the Sons of the Marriage ſucceſſively in Tail.

If no Son or Daughter, &c.

then to the Huſband in Fee;

If no ſuch Son attain twenty-one or marry, and there be Daughters, &c. then to Truſtees,

to ſell, and pay Part of the Money among the Daughters.

If four or more, the whole Money among them.

When payable.

Survivorſhip.

not exceeding a certain Sum.

Daughters, nor any three ſuch Daughters above the Sum of 8000*l.* between them for their Portions. And it is hereby agreed, that the yearly Intereſt and Produce of the ſaid Portion and Portions of the ſaid Daughter and Daughters (in the mean Time after ſuch Sale and Sales as is or are herein before directed ought to be made as aforeſaid, and until the ſame Portion and Portions ſhall become payable as aforeſaid) ſhall go and be applied (ſo far as ſhall be neceſſary) for and towards the reſpective Maintenances and Educations of the ſame Daughter or Daughters, and the Reſidue thereof (if any) ſhall go and be applied for and as an Increaſe and Augmentation of her or their Portion or Portions. And upon this further Truſt, That all the Reſidue and Overplus of the Monies ariſing by ſuch Sale or Sales (over and above ſo much thereof as ſhall become due or payable unto the ſaid Daughter or Daughters for her or their Portion or Portions, upon the reſpective Contingencies aforeſaid, and according to the true Intent and Meaning of theſe Preſents) ſhall be, go and remain, and be paid and applied unto him the ſaid *Auſtin Aſh* junior, his Executors, Adminiſtrators and Aſſigns, or to ſuch Perſon or Perſons as he the ſaid *Auſtin Aſh*, junior, by his Deed or Will ſhall give or appoint. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in caſe the ſaid Sum of 10000*l.* or any Part thereof, ſhall not be laid out and inveſted in ſuch Purchaſe or Purchaſes as aforeſaid, before the ſaid Portion or Portions of the ſaid Daughter or Daughters ſhall become payable reſpectively as aforeſaid, then the ſame 10000*l.* or ſo much thereof as ſhall not have been then ſo laid out and inveſted, ſhall not be laid out at all, but ſhall go and be paid to ſuch Perſon or Perſons, and for ſuch Purpoſes, and in ſuch Parts and Proportions, and at ſuch Time or Times, and in ſuch Manner, as the Monies to ariſe by ſuch Sale or Sales are herein before directed to go and be paid, in caſe of ſuch Sale or Sales as aforeſaid, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in ſuch Settlement to be made as aforeſaid ſhall be inſerted and contained a Proviſo (that in caſe the ſaid *Auſtin Aſh*, junior, ſhall in his Life-time prefer any Daughter or Daughters, younger Son or younger Sons in Marriage, with a Portion or Portions equal to or greater than what is hereby provided for her, him or them; then and in ſuch Caſe the Proviſion or Portion ſo hereby intended or agreed to be raiſed for her, him or them, ſhall ceaſe and not be paid, unleſs he the ſaid *Auſtin Aſh*, junior, ſhall by Writing under his Hand declare the contrary. And in ſuch Settlement ſhall be likewiſe inſerted and contained a Proviſo, that what Sum or Sums of Money ſhall come and accrue to ſuch Daughter or Daughters, by Virtue of the Proviſion herein before made or directed for her or them as younger Children, ſhall be accepted, taken and accounted as Part of the Proviſion laſt herein before made or intended for her or them as Daughter or Daughters: And in ſuch Settlement ſhall likewiſe be inſerted and contained a Proviſo or Power for the ſaid *Auſtin Aſh*, junior, at any Time during his Life, and after his Deceaſe for the ſaid *Deborah Caſh* his intended Wife, at any Time during her Life, by Indenture under their reſpective Hands and Seals, to make Leaſes of the Premiſſes ſo to be purchaſed and ſettled as aforeſaid, or any Part thereof, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, ſo as the moſt and beſt improved yearly Rents be thereupon reſerved and made payable during the Continuance thereof reſpectively, without taking any Fine or Income for or in reſpect of ſuch Leaſe or Leaſes, and ſo as none of the aforeſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein; and that all ſuch Leaſes be under ſuch other Reſtrictions as in ſuch Caſes are uſual. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, and the Survivors and Survivor of them, and ſuch others on whom the Truſts hereby created ſhall or may devolve by Virtue of theſe Preſents, in the mean time and until the ſaid Sum of 10000*l.* ſhall be laid out in a Purchaſe or Purchaſes as aforeſaid, from Time to time to lend and place out the ſame or any Part thereof upon any Publick or Private Security or Securities at Intereſt, or upon any Mortgage or Mortgages, or, Depoſits of Stocks in the Bank of *England*, *South-Sea* Company, or *Eaſt-India* Bonds,

Intereſt, how to go.

The Reſidue to be paid as the Huſband ſhall direct.

Proviſo, if the Money is not laid out before Portions payable, then not to be laid out, &c.

If the Father prefer Daughter in his Life-time, &c.

her Portion to ceaſe, unleſs he declares otherwiſe.

The Settlement to direct theſe Proviſions to be for Portions,

and to contain a Leaſing Power, &c.

a Power to the Truſtees to place out the Money,

Bonds, with the Good-liking and Approbation of the ſaid *Auſtin Aſh*, junior, during his Life, and after his Deceaſe, of the ſaid *Deborah* his intended Wife during her Life, and after both their Deceaſes, then of the Executors or Adminiſtrators of the Survivor of them; and from time to time to call and receive in ſuch Monies ſo lent and placed out as aforeſaid, or any Part thereof, and to ſell and diſpoſe of ſuch Bonds to be purchaſed as aforeſaid, or any of them, and again to lend, place out or inveſt the ſame, or any Part thereof, in manner aforeſaid, as often as they ſhall think fit, with ſuch Approbation as aforeſaid. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That in the mean time and until the ſaid Sum of 10000 *l.* ſhall be laid out in a Purchaſe or Purchaſes of Meſſuages, Lands or Hereditaments as aforeſaid, all the yearly Intereſt and Produce that ſhall be made of the ſame ſhall from time to time be paid to and received by ſuch Perſon or Perſons, as and to whom the Rents and Profits of the Premiſſes ſo to be purchaſed as aforeſaid (if purchaſed and ſettled) would for the Time being belong, by Virtue of the Limitations above mentioned or directed. And it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That all and every ſuch Purchaſe or Purchaſes as ſhall be made by the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, or the Survivors or Survivor of them, or others on whom the Truſts hereby created ſhall or may devolve by Virtue of theſe Preſents, with the ſaid Sum of 10000 *l.* or any Part thereof, of any ſuch Meſſuages, Lands or Hereditaments as aforeſaid, ſhall be binding and concluſive to the ſaid *Auſtin Aſh*, junior, and *Deborah* his intended Wife, and all and every their Children and Iſſue, or other Repreſentatives to all Intents and Purpoſes, without the Direction of, or any Application to any Court or Courts of Equity in that Behalf, ſo as ſuch Purchaſe or Purchaſes be made with ſuch Conſent and Approbation as aforeſaid. And further, That they the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, or any of them, their or any of their Executors or Adminiſtrators, ſhall not be charged or chargeable with or accountable for any more Monies than they reſpectively ſhall actually receive by Virtue of the Truſts aforeſaid, nor with or for any Loſs which ſhall happen of the ſaid Truſt-Monies or any Part thereof, ſo as the ſame happen without their wilful Default, nor any of them for the other or others of them, but each of them only for his and their own reſpective Acts, Receipts and Diſburſements. And alſo that it ſhall and may be lawful to and for them the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, and each and every of them, their and each and every of their Executors and Adminiſtrators, and all others on whom the ſaid Truſts ſhall and may devolve by Virtue of theſe Preſents, in the firſt place by and out of the ſaid Truſt-Monies to deduct and reimburſe him and themſelves reſpectively all ſuch Loſs, Coſts, Charges and Expences, as he, they, or any of them ſhall or may be put unto or ſuſtain, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereto. Provided laſtly, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe any of them the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh* ſhall happen to die, or be minded and deſirous to be quit and diſcharged from the Truſts hereby in them repoſed as aforeſaid, at any time or times before ſuch Truſts ſhall be fully executed and performed; Then and in any ſuch Caſe, and ſo often as the ſame ſhall happen, it ſhall and may be lawful to and for the Survivors or Survivor, or others or other of them the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, with the Good-liking and Approbation of them the ſaid *Auſtin Aſh*, junior, and *Deborah* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, teſtified in Writing under his or their Hand or Hands, to nominate, ſubſtitute or appoint any new or other Truſtee or Truſtees for the Purpoſes aforeſaid, in the Place or Stead of ſuch of them the ſaid *Ezekiel Ellis*, *Godfrey Gale*, *Humphrey Hurt* and *Joſeph Caſh*, who ſhall ſo happen to die, or be minded and deſirous to quit and be diſcharged from the ſaid Truſts; And that every ſuch new Truſtee or Truſtees to be nominated, ſubſtituted or appointed as aforeſaid, ſhall and may from thenceforth act in the Management, Carrying on and Execution of the ſeveral and reſpective Truſts aforeſaid, or any of them, in all Reſpects, and to all

with Conſent, &c.

and ſo *toties quoties*.

The Intereſt to go as the Rents would.

The Purchaſe to bind the Huſband and Wife, and their Iſſue,

without Application to any Court.

Truſtees not to be accountable for Loſſes, or each other, &c.

and may retain their Charges.

If any die or quit, the Number, how ſupplied,

with like Power.

Intents and Purpoſes as fully and effectually, and with the like Indemnification, as if he or they had been originally in and by theſe Preſents nominated or appointed a Truſtee or Truſtees for the Purpoſes aforeſaid, any Thing herein before contained to the contrary notwithſtanding. In witneſs, *&c.*

Marriage-Settlements.

N° 1. *A Marriage-Settlement (in which the Mother and Siſter of the intended Huſband join) of Freeholds, Copyholds, and a Biſhop's Leaſe; with Terms raiſed to provide Portions on different Events, and to indemnify the ſettled Eſtates againſt a Proviſion for a Brother who is a Minor. See the Margin.*

THIS Indenture quadrupartite made the firſt Day of *May* 1713, and the twelfth Year, *&c.* between *Anna Acton* of, *&c.* Widow and Relict of *Benjamin Acton* late of, *&c.* Eſq; deceaſed, *Benjamin Acton* of, *&c.* Eſq; Son and Heir of the ſaid *Benjamin Acton* deceaſed, *David Acton* of, *&c.* Gent. one other of the Sons of the ſaid *Benjamin Acton* deceaſed, *Eſther Acton* Spinſter, one of the Daughters of the ſaid *Benjamin Acton* deceaſed, and *Frances Acton* Spinſter, the other Daughter of the ſaid *Benjamin Acton* deceaſed, of the firſt Part, *George Gell* of, *&c.* Eſq; and *Henry Hill* of *London*, Merchant, of the ſecond Part, Sir *Jacob Jones* of, *&c.* Bart. and *Leonard Lunn* of, *&c.* Eſq; of the third Part, and *Michael Meres*, of, *&c.* Eſq; and *Martha Meres* Spinſter, one of the Daughters of the ſaid *Michael Meres*, of the fourth Part. Whereas a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemnized between the ſaid *Benjamin Acton* Party hereunto, and the ſaid *Martha Meres*; And whereas all and every the Freehold and Leaſehold Manors, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted, leaſed and aſſigned, are (among others) by the Laſt Will and Teſtament of the ſaid *Benjamin Acton* deceaſed, or otherwiſe charged or chargeable with or liable to the Payment of ſeveral Annuities, Sums of Money, Portions and Legacies unto the ſaid *Anna Acton*, *David Acton*, *Eſther Acton* and *Frances Acton*, of and from which ſaid Annuities, Sums of Money, Portions and Legacies, and every of them, the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments are by Agreement of all the ſaid Parties to theſe Preſents to be abſolutely freed and diſcharged: Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage, and of the Sum of 5000*l.* of lawful Money of *Great Britain* to the ſaid *Benjamin Acton* Party hereunto, in hand paid by the ſaid *Michael Meres* at or before the Enſealing and Delivery hereof, and of the Covenant herein after contained on the Part of the ſaid *Michael Meres* for the Payment of the further Sum of 1500*l.* of like Money to the ſaid *Benjamin Acton* Party hereunto, upon the Contingencies herein after mentioned, being in full for the Marriage-Portion of the ſaid *Martha Meres*, and of all Portion and Portions, and other Proviſions whatſoever, either in Lands and Tenements or Monies, which at any time or times heretofore have or hath been provided or agreed to be raiſed or ſettled, for or for the Benefit of the ſaid *Martha Meres* by the ſaid *Michael Meres*, by any Deed or Settlement whatſoever, or which ſhe can or may have or claim, of, in, to or out of the Eſtate of the ſaid *Michael Meres*, by Virtue of the Cuſtom of the City of *London* whereof he is a Freeman; the Receipt and Payment of which ſaid Sum of 5000*l.* he the ſaid *Benjamin Acton* Party hereunto, doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Michael Meres*, his Executors and Adminiſtrators for ever by theſe Preſents, and for providing a competent Jointure and Proviſion of Maintenance for the ſaid *Martha Meres*, in caſe ſhe ſhall after the ſaid intended

The intended Marriage recited,

And that the Lands intended to be ſettled are liable to Annuities and Portions by the Will of the intended Huſband's Father, payable to his Wife and Children, and now agreed to be diſcharged.

The Conſideration, the Marriage and Portion; Part paid, Part upon future Contingencies, by the Wife's Father; in full of all ſhe can claim by Settlement,

or Cuſtom of *London*;

and for providing her a Jointure,

Marriage had ſurvive and overlive the ſaid *Benjamin Acton* her intended Huſband, and for ſettling and aſſuring the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, aſſigned and covenanted to be ſurrendered unto ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively. And for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Anna Acton*, *Benjamin Acton*, Party hereunto, *David Acton*, *Eſther Acton* and *Frances Acton*, in hand paid by the ſaid *George Gell* and *Henry Hill*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good and valuable Cauſes and Conſiderations them the ſaid *Anna Acton*, *Benjamin Acton* Party hereunto, *David Acton*, *Eſther Acton* and *Frances Acton*, thereunto moving, they the ſaid *Anna Acton*, *Benjamin Acton* Party hereunto, *David Acton*, *Eſther Acton* and *Frances Acton*, have, and each and every of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *George Gell* and *Henry Hill*, their Heirs and Aſſigns, all thoſe the Manors of *Nunhill* and *Purton*, *Quon* alias *Quonhall*, with their and every of their Rights, Royalties, Members and Appurtenances in the County of *Rutland*, and all that Marſh and Marſh-Ground called *Summoor*, with the Appurtenances, in the Hundred of *Titford* [*Here follow more Parcels*] with all and every the Lands, Tenements, Waters, Fiſhings, Water-Courſes and Hereditaments whatſoever, thereunto or unto any of them belonging or in any wiſe appertaining, or accepted, reputed or taken as Part, Parcel or Member thereof, or of any Part or Parcel thereof, with their Appurtenances, or with the ſame or any of them uſed, occupied or enjoyed [*Here follow more Parcels*] All which ſaid Woods and Wood-Grounds before-mentioned are Parcel of the ſaid Manor of *Quon* alias *Quonhall* aforeſaid, and are ſituate, lying and being in the ſaid Hundred of *Titford* in the ſaid County of *Rutland*; all which ſaid Manors, Meſſuages, Lands, Tenements, Woods, Wood-Grounds, Hereditaments and Premiſſes aforementioned were formerly bought and purchaſed by the ſaid *Benjamin Acton* deceaſed, of and from the Right Honourable *Henrietta* late Counteſs Dowager of *Weſtmoreland*, by Indenture bearing Date the nineteenth Day of *Auguſt* which was in the Year of our Lord 1676, and inrolled in the High Court of Chancery, and all and ſingular other the Manors, Meſſuages, Lands, Tenements and Hereditaments conveyed, or mentioned to be conveyed to the ſaid *Benjamin Acton* deceaſed, his Heirs and Aſſigns, in and by the ſame Indenture; and all and ſingular other the Freehold Meſſuages, Cottages, Barns, Stables, Dove-Houſes, Gardens, Orchards, Lands, Meadows, Grounds, Paſtures, Woods and Wood-Grounds, Heaths, Moors, View of Frankpledge and Hereditaments, with their and every of their Appurtenances late of him the ſaid *Benjamin Acton* deceaſed, in *Genhill*, and in every or any of them in the ſaid County of *Rutland*; and all that the Moiety or Half-Part of the Manor of *Ingleford*, with all and ſingular the Rights, Members and Appurtenances thereof and thereunto belonging, in the ſaid County of *Rutland*; and alſo all that the Manor or Lordſhip of *Kington*, with the Rights, Members and Appurtenances thereof in the County of *Lincoln*; and alſo all and ſingular Meſſuages, Tenements, Lands, Meadows, Paſtures and Hereditaments, with the Appurtenances to the ſaid laſt mentioned Manor or Lordſhip belonging or appertaining, or accepted, reputed or taken as Part, Parcel or Member thereof, ſituate, lying and being in *Mindon* in the ſaid County of *Lincoln*; and all that Meſſuage or Tenement with the Appurtenances, and that Cloſe of Land and Paſture commonly called by the Name of *Nintol*, or by whatſoever other Name or Names the ſame are or have been called or known, containing by Eſtimation eight Acres, be the ſame more or leſs, ſituate, lying or being in the ſaid Pariſh of *Mindon* in the ſaid County of *Lincoln*; all which Manors of *Fentwell*, *Kington*, and Moiety of the ſaid Manor of *Ingleford*, and other the laſt mentioned Meſſuages, Lands and Hereditaments were formerly the Eſtate and Inheritance of *Owen Orton*, Eſq; deceaſed, and afterwards of the ſaid *Benjamin Acton*; and alſo all that Meſſuage, Tenement, Farm, *&c.* and alſo all Meſſuages, Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Lands, Tenements, Rents, Reverſions, Services, Fiſhings, Trees,

and for ſettling the Manors, *&c.*

The Mother, and her Son (the intended Huſband) and his two Siſters grant and releaſe to Truſtees.

The Parcels.

Trees, Woods, Wood-Grounds, Underwoods, Waſtes, Waſte-Grounds, Commons, Common of Paſture, Royalties, Courts, Courts Leet, Courts Baron, Perquiſites and Profits of Courts, Views of Frankpledge, Waifes, Eſtrays, Goods and Chattels of Felons and Fugitives, Felons of themſelves and Perſons outlawed, Wrecks, Ways, Eaſements, Franchiſes, Liberties, Juriſdictions, Privileges, Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid ſeveral Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and every or any of them belonging or in any wiſe appertaining, or accepted, reputed, deemed or taken as Part, Parcel or Member of them or any of them, and all and ſingular other the Freehold Manors, Meſſuages, Lands, Tenements and Hereditaments of him the ſaid *Benjamin Acton*, or whereof or wherein he or any other Perſon or Perſons in Truſt for him is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being within the ſaid Counties of *Rutland*, *Lincoln*, *Northampton* and *Leiceſter*, or any of them; all which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes are now in the actual Poſſeſſion of the ſaid *George Gell* and *Henry Hill*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Anna Acton*, *Benjamin Acton* Party hereunto, *David Acton*, *Eſther Acton* and *Frances Acton*, for the Term of one whole Year, commencing from the Feaſt of the Annunciation of the bleſſed Virgin *Mary* laſt paſt before the Date of theſe Preſents, in conſideration of 5 *s.* to them paid by the ſaid *George Gell* and *Henry Hill*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and made or mentioned to be made between the ſaid *Anna Acton*, *Benjamin Acton* Party hereunto, *David Acton*, *Eſther Acton* and *Frances Acton*, of the one Part, and the ſaid *George Gell* and *Henry Hill* of the other Part, and by Force of the Statute for Transferring Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted and releaſed, and of every of them, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Poſſibility, Claim and Demand whatſoever, either in Law or Equity, of them the ſaid *Anna Acton*, *Benjamin Acton* Party hereunto, *David Acton*, *Eſther Acton* and *Frances Acton*, and of every of them, of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *George Gell* and *Henry Hill*, their Heirs and Aſſigns, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and with and under ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, As to, for and concerning the ſaid Manors of *Nunhill* and *Purton*, *Quon* alias *Quonhall*, with their and every of their Rights, Royalties, Members and Appurtenances in the ſaid County of *Rutland*, and all the ſaid Marſh and Marſh-Grounds called *Summoor*, and all other the Manors, Meſſuages, Lands, Tenements and Hereditaments ſo conveyed or mentioned to be conveyed to the ſaid *Benjamin Acton* deceaſed, his Heirs and Aſſigns, in and by the ſaid Indenture bearing Date the ſaid nineteenth Day of *Auguſt* which was in the ſaid Year of our Lord 1676, as aforeſaid, to the Uſe and Behoof of the ſaid *Anna Acton* for and during the Term of her natural Life, for her Jointure; and from and after her Deceaſe, then to the Uſe and Behoof of the ſaid *Benjamin Acton* Party hereunto, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; And from and after the Determination of that Eſtate, then to the Uſe of the ſaid *George Gell* and *Henry Hill*, and their Heirs, during the Life of the ſaid *Benjamin Acton* Party hereunto, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Benjamin Acton* Party hereunto, and his Aſſigns, during his Life to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit. And as to, for and concerning all the ſaid Manor of *Fentwell*, and the ſaid Moiety or Half-Part of

Bargain, &c. for a Year mentioned.

General Words.

Habendum to the Truſtees in Fee, upon Truſt;

As to Part,

to the intended Huſband's Mother for Life for her Jointure; Then to the Huſband for Life, *ſans* Waſte; Then to the Uſe of the Truſtees, to preſerve contingent Uſes, &c.

As to other Part,

the ſaid Manor of *Ingleford* in the ſaid County of *Rutland*, and the ſaid Manor or Lordſhip of *Kington* in the ſaid County of *Lincoln*, and all other the ſaid Manors, Meſſuages, Lands, Tenements or Hereditaments in the ſaid Counties of *Rutland* and *Lincoln*, or either of them, herein before mentioned to be hereby granted and releaſed, whereof no Uſe is herein before limited to the ſaid *Anna Acton* for her Life as aforeſaid, to the Uſe and Behoof of the ſaid *Benjamin Acton* Party hereunto and his Heirs, until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then to the Uſe and Behoof of the ſaid *Benjamin Acton* Party hereunto, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *George Gell* and *Henry Hill*, and their Heirs, during the Life of the ſaid *Benjamin Acton* Party hereunto, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Benjamin Acton* Party hereunto, and his Aſſigns, during his Life, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Martha Meres* his intended Wife, for and during the Term of her natural Life, for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all and every or any the Manors, Meſſuages, Lands, Tenements and Hereditaments, whereof or wherein the ſaid *Benjamin Acton* Party hereunto, now is, or at any Time or Times hereafter during the Coverture between them ſhall be ſeiſed, of any Eſtate of Freehold or Inheritance. And as to, for and concerning all and every the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of *Rutland* and *Lincoln*, or either of them, from and after the Determination of the ſaid ſeveral and reſpective Uſes and Eſtates therein and herein before limited, and as the ſame ſhall reſpectively end and determine, to the Uſe and Behoof of the ſaid *Jacob Jones* and *Leonard Lunn*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of two hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of two hundred Years, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Benjamin Acton* on the Body of the ſaid *Martha Meres* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *Benjamin Acton* on the Body of the ſaid *Martha Meres* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfuly iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and of all and every other the Son and Sons of the Body of the ſaid *Benjamin Acton* on the Body of the ſaid *Martha Meres* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, for and during the full End and Term of three hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared, of and concerning the ſame; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of three hundred Years, then to the Uſe and Behoof of the

to the Uſe of the Huſband in Fee till the Marriage; then to his Uſe for Life, *ſans* Waſte; Then to the Truſtees to preſerve contingent Uſes; &c.

Then to the Uſe of the intended Wife for Life for her Jointure, in bar of Dower.

Then as to both the foregoing Parcels, to other Truſtees, for a long Term of Years,

ſans Waſte, upon Truſts after mentioned;

Then to the firſt and other Sons of the Marriage ſucceſſively and reſpectively in Tail Male;

Then to the Uſe of the firſt Truſtees for a long Term of Years,

ſans Waſte, upon Truſts after-mentioned;

Then to the right Heirs of the Huſband.

As to a third Parcel,

the right Heirs of the ſaid *Benjamin Acton*, Party hereunto, for ever. And as to, for and concerning all and every the ſaid Meſſuages, Marſh-Grounds, Lands, Tenements, Hereditaments and Premiſſes in the ſaid ſeveral Counties of *Northampton* and *Leiceſter*, to the Uſe of the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of four hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waſte, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; and from and after the End, Expiration or other ſooner Determination of the ſaid Term of four hundred Years, then to the Uſe and Behoof of the ſaid *Benjamin Acton* Party hereunto, and of his Heirs and Aſſigns for ever. And as to, for and concerning the aforeſaid Term of two hundred Years herein before limited to the ſaid Sir *Jacob Jones* and *Leonard Lunn*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that the ſame is ſo limited to them as aforeſaid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after expreſſed and declared of and concerning the ſame; that is to ſay, in caſe there ſhall be one or more Child or Children of the Body of the ſaid *Benjamin Acton* Party hereunto, on the Body of the ſaid *Martha Meres* his intended Wife begotten (other than an eldeſt or only Son) then upon Truſt that they the ſaid Sir *Jacob Jones* and *Leonard Lunn*, their Executors, Adminiſtrators or Aſſigns, ſhall and do by Sale or Mortgage of their ſaid Term of two hundred Years, of and in the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited as aforeſaid, or of and in a competent Part thereof, or by ſuch other Ways and Means as they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy ſuch Sum and Sums of Money for the Portion and Portions of all and every ſuch Child or Children (not being an eldeſt or only Son as aforeſaid) as are herein after mentioned; that is to ſay, If but one ſuch Child, then the Sum of 4000*l.* of lawful Money of *Great Britain*, for the Portion of ſuch only Child; and if two ſuch Children and no more, then the Sum of 3000*l.* apiece of like Money for the Portions of ſuch two Children; and if three ſuch Children and no more, then the Sum of 2000*l.* apiece of like Money, for the Portions of ſuch three Children; and if four or more ſuch Children, then the Sum of 1500*l.* apiece of like Money, for the Portions of ſuch four or more Children; the Portion or Portions of ſuch of them as ſhall be Sons to be paid at their reſpective Ages of twenty-one Years, or ſo ſoon after as may be; and the Portion or Portions of ſuch of them as ſhall be Daughters to be paid at their reſpective Ages of twenty-one Years or Days of Marriage, which ſhall firſt happen, or ſo ſoon after as may be; and upon this further Truſt, that in the mean time and until the ſame Portions ſhall become payable as aforeſaid, the ſame Truſtees ſhall by and out of the Rents, Iſſues and Profits of the ſame Manors, Meſſuages, Lands, Tenements and Premiſſes, raiſe and levy ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children, as to the ſame Truſtees ſhall ſeem meet, ſuch yearly Maintenance not exceeding the Intereſt of their ſaid reſpective Portions after the Rate of 5*l. per Cent. per Annum*, ſo as no one ſhall have above 160*l. per Annum*; and upon this farther Truſt, that they the ſaid Sir *Jacob Jones* and *Leonard Lunn*, their Executors, Adminiſtrators and Aſſigns ſhall and do, until ſome Portion ſhall become payable, permit and ſuffer ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of two hundred Years ſhall for the Time being belong or appertain, to receive and take the Reſidue and Overplus of the Rents and Profits of the Premiſſes, over and above ſo much thereof as ſhall be from time to time paid for the Maintenance and Education of ſuch Child or Children as aforeſaid. Provided always, that in caſe any of the ſame Children ſhall happen to die before his or her ſaid Portion or Portions ſhall become payable as aforeſaid, then the Portion or Portions of ſuch of them ſo dying, ſhall go and be paid unto and be equally divided amongſt the Survivors or Survivor of them, when the ſaid

to the Uſe of the firſt Truſtees for a long Term, *ſans* Waſte, upon Truſts after mentioned.

Then to the Uſe of the Huſband in Fee.

The Truſt of the firſt Term declared;

If there be a Son and other Child, &c.

by Sale or Mortgage,

to raiſe Portions in ſuch Proportions as in the Deed;

for younger Sons, payable at twenty-one;

for Daughters at twenty-one or Marriage; and in the mean time to raiſe Maintenances out of the Profits,

in a limited Proportion.

Benefit of Survivorſhip as to the Portions,

ſaid original Portion or Portions of ſuch Surviving Child or Children ſhall become payable as aforeſaid: Provided nevertheleſs, that no one of the ſame Children ſhall have for his or her Portion above the Sum of 4000*l.* and that no two of the ſame Children ſhall have for their Portions above the Sum of 3000*l.* apiece; and that no three of the ſame Children ſhall have for their Portions above the Sum of 2000*l.* apiece; and that no four or more of the ſame Children ſhall have for their Portions above the Sum of 1500*l.* apiece. Provided always, That in caſe all the ſame Children ſhall happen to die before any of their Portions ſhall become payable as aforeſaid, then and in ſuch Caſe the ſaid Monies ſo to be raiſed for their Portions as aforeſaid ſhall ceaſe and not be raiſed. Provided alſo, That no ſuch Sale or Mortgage as aforeſaid ſhall be made of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or of any of them, or of any Part thereof, until ſome one of the Portions of the ſame Children ſhall become payable as aforeſaid. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe there ſhall be no ſuch Child or Children of the Body of the ſaid *Benjamin Acton* on the Body of the ſaid *Martha Meres* his intended Wife to be begotten (other than an eldeſt or only Son) or there being ſuch Child or Chileren, all of them ſhall happen to die before their or any of their ſaid Portions ſhall become payable by Virtue of theſe Preſents, or in caſe the ſaid Sum or Sums of Money before limited and appointed to be raiſed for the Portions of ſuch Children as aforeſaid, and alſo ſuch Maintenance in the mean time and until the ſame Portions ſhall become payable as aforeſaid, ſhall be by the ſaid Sir *Jacob Jones* and *Leonard Lunn*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf mentioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes, expectant upon the ſaid Term of two hundred Years, paid, or to the Good-liking of the ſaid Sir *Jacob Jones* and *Leonard Lunn*, or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents; then and in every or any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of two hundred Years, of and in the ſaid Manors and other the Premiſſes ſo limited for two hundred Years as aforeſaid, or ſo much thereof as ſhall remain unſold and undiſpoſed of as aforeſaid, ſhall ceaſe, determine and be utterly void to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And as to, for and concerning the aforeſaid Term of three hundred Years herein before limited to the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them as aforeſaid, upon ſuch Truſt, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, in caſe the ſaid *Benjamin Acton* Party hereunto, ſhall happen to die without Iſſue Male of his Body on the Body of the ſaid *Martha Meres* his intended Wife to be begotten, or that the Iſſue Male between them begotten ſhall happen to die without Iſſue Male of their Bodies coming, and that there be Iſſue one or more Daughter or Daughters of the Body of the ſaid *Benjamin Acton* Party hereunto, on the Body of the ſaid *Martha Meres* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after; then upon Truſt that they the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators or Aſſigns, ſhall and do by Sale or Mortgage of their ſaid Term of three hundred Years of and in the ſaid Manors, Meſſuages, Lands, Tenements, and other the Premiſſes ſo to them limited for three hundred Years as aforeſaid, or of and in a competent Part thereof, or by any ſuch other Ways or Means as they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy ſuch Sum and Sums of Money, for the Portion and Portions, and Maintenance of all and every ſuch Daughter and Daughters as are herein after expreſſed and declared; that is to ſay, If but one ſuch Daughter, then the Sum of 6000*l.* for the Portion of ſuch only Daughter; and if two or more ſuch Daughters, then the like Sum of 6000*l.* for the Portions of ſuch two or more Daughters, to be equally divided amongſt them, Share and Share alike; the ſame Portion

with Reſtriction to limited Sums;

If all the younger Children die, &c Portions to ſink, &c.

No Sale, &c. until Portion payable.

If no younger Child, &c.

or the Portions, &c. paid,

this Term to ceaſe.

The Truſt of the ſecond Term declared;

On Failure of Iſſue Male of this Marriage,

and there be Daughters,

by Sale, &c.

to raiſe Portions for Daughters, if any (in what Proportions)

payable at twenty-one or Marriage; with Benefit of Survivorſhip.

and Portions to be paid unto ſuch Daughter and Daughters reſpectively, as and when ſhe or they ſhall reſpectively attain their Ages of twenty-one Years or be married, which ſhall firſt happen, or ſo ſoon after as may be; ſo always, that in caſe any of the ſaid Daughters ſhall happen to die before her or their Portion or Portions intended them by Virtue of theſe Preſents ſhall by Force thereof become payable, then ſuch Portion or Portions of her or them ſo dying ſhall go and be paid amongſt the Survivors and Survivor of them, when the original Portion or Portions of ſuch ſurviving Daughter or Daughters ſhall become payable by Virtue of theſe Preſents; And ſo alſo, that in caſe all the ſaid Daughters ſhall happen to die before any of their ſaid Portions ſhall become payable by Virtue of theſe Preſents, then the ſaid Sum or Sums of Money appointed to be raiſed for their Portions as aforeſaid, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of three hundred Years ſhall for the Time being belong, by Virtue of the Limitations above-mentioned. And upon this further Truſt, that they the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns ſhall and do, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited for three hundred Years as aforeſaid, in the mean time and until the ſaid Portion or Portions of the ſaid Daughter or Daughters ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Daughter or Daughters as to the ſaid *George Gell* and *Henry Hill*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall ſeem meet, ſo as ſuch Sum and Sums of Money to be raiſed for their Maintenance and Education as aforeſaid do not exceed the Intereſt of their ſaid reſpective Portions, at the Rate of 5 *l. per Cent. per Annum*; And upon this further Truſt, that they the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of three hundred Years ſhall for the Time being belong by Virtue of the Limitations aforeſaid, until ſome or one of the ſame Portions ſhall become payable, to receive and take the Reſidue and Overplus of the ſaid Rents and Profits of the ſame Premiſſes, over and above ſo much thereof as ſhall be from time to time paid for the reſpective Maintenances and Educations of ſuch Daughter and Daughters. Provided always, that the ſaid *George Gell* and *Henry Hill*, or the Survivors of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhall not ſell or mortgage the ſaid Term of three hundred Years of and in the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo limited to them for three hundred Years as aforeſaid, until ſome one of the laſt mentioned Portions ſhall become payable by Virtue of theſe Preſents. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe there ſhall be no ſuch Daughter or Daughters of the Body of the ſaid *Benjamin Acton* Party hereunto, on the Body of the ſaid *Martha* his intended Wife begotten, at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after, or there being ſuch Daughter or Daughters, all of them ſhall happen to die before their or any of their ſaid Portions ſhall become payable by Virtue of theſe Preſents, or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for Daughters Portions as aforeſaid, and alſo ſuch Maintenance in the mean time and until the ſame Portions ſhall become payable as aforeſaid, ſhall be by the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by ſuch Perſon or Perſons, as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of three hundred Years, paid, or to the Good-liking of the ſaid *George Gell* and *Henry Hill*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents, or in caſe all and every the ſaid Daughter and Daughters ſhall be preferred in Marriage in the Life-time of the ſaid *Benjamin Acton* Party hereunto, and be advanced with Portions in Money, or in Lands of Inheritance equal in Value to the Portions hereby provided; or in caſe the ſaid *Benjamin*

If all die, Portions to ſink in the Inheritance.

Maintenances to be raiſed out of the Profits.

No Sale, &c. till Portion payable.

If no Portion payable,

or if paid,

or if Daughters preferred in Marriage by the Father, by Money or Lands equal to the Portions

Acton Party hereunto, ſhall give or leave them ſuch Manors or Lands as ſhall be equal in Value to their ſaid Portions; Then and in ſuch Caſe the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators or Aſſigns ſhall, by and out of the ſaid Manors, Meſſuages, Lands, Tenements and Premiſſes to them limited for three hundred Years as aforeſaid, raiſe and levy ſo much Monies as ſhall make up the Monies or Value of the Lands, that ſhall be ſo advanced, given or left by the ſaid *Benjamin Acton* Party hereunto, with or to his ſaid Daughters full ſo much as the Portions hereby provided ſhall amount to; Then and in any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Terms of three hundred Years of and in the ſaid Manors and other the Premiſſes ſo limited for three hundred Years as aforeſaid, or ſo much thereof as ſhall remain unſold and undiſpoſed of as aforeſaid, ſhall ceaſe, determine and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that whatever Monies ſhall be raiſed and paid unto or for ſuch Daughter or Daughters by Virtue of the aforeſaid Term of two hundred Years, ſhall be accepted and taken as and in Part of the Monies to be raiſed for her or them by Virtue of the ſaid Term of three hundred Years, any Thing herein contained to the contrary notwithſtanding. And whereas the ſaid *Benjamin Acton* Party hereunto, is and ſtands ſeiſed to him and his Heirs, according to the Cuſtom of the Manor of *Pendon* in the County of *Rutland*, of and in all thoſe two Meſſuages or Tenements called *Ruſhuts*, with the Appurtenances, and of and in all that Toft and cuſtomary Croft called *Smart's Ley*, whereon heretofore ſtood a Meſſuage called *Titſey*, and of and in all that Croft called Seven Acres, with the Appurtenances, *&c.* all which ſaid Copyhold Meſſuages, Lands, Tenements and Premiſſes, are held of the ſaid Manor of *Pendon* by Copy of Court-Roll; And whereas the ſaid *Benjamin Acton* Party hereunto, is and ſtands ſeiſed to him and his Heirs, according to the Cuſtom of the Manor of *Vennerton* in the ſaid County of *Rutland*, of and in all that one Tenement, and certain Lands and Meadows to the ſame belonging, all which ſaid laſt mentioned Copyhold Lands, Tenements and Premiſſes are held of the ſaid Manor of *Vennerton* by Copy of Court-Roll; And whereas the ſaid *Benjamin Acton* Party hereunto, is and ſtands ſeiſed to him and his Heirs, according to the Cuſtom of the Manor of *Warnton* in the ſaid County of *Rutland*, of and in one Cottage, one Acre of Land more or leſs to the ſame belonging, called *Yexley*, which ſaid laſt mentioned Cottage and Acre of Land are held of the ſaid Manor of *Warnton* by Copy of Court-Roll; And whereas the ſaid *Benjamin Acton* Party hereunto, is and ſtands ſeiſed to him and his Heirs, according to the Cuſtom of the Manor of *Ambden* in the ſaid County of *Rutland*, of and in all that Meſſuage or Tenement and eighteen Acres of Land with the Appurtenances called *Brunns*, held of the ſame Manor by Copy of Court-Roll; And whereas the ſaid *Benjamin Acton* Party hereunto, is and ſtands ſeiſed to him and his Heirs, according to the Cuſtom of the Manor of *Caſham* in the County of *Lincoln*, of and in all thoſe two Pieces of Land, Parcel of a Tenement called *Deards*, which ſaid laſt mentioned Lands, Tenements and Premiſſes are held of the ſaid Manor of *Caſham* by Copy of Court-Roll: Now this Indenture further witneſſeth, That in conſideration of the ſaid intended Marriage, and for other the Conſiderations afore-mentioned, he the ſaid *Benjamin Acton* Party hereunto, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators covenant, promiſe, grant and agree, to and with the ſaid *George Gell* and *Henry Hill*, their Heirs, Executors and Adminiſtrators, that he the ſaid *Benjamin Acton* Party hereunto, ſhall and will forthwith, as ſoon as conveniently may be after the Solemnization of the ſaid intended Marriage, ſurrender, or cauſe to be ſurrendred into the Hands of the reſpective Lords of the aforeſaid Manors, according to the Cuſtom of the ſame Manors, all and every the aforeſaid Cuſtomary or Copyhold Meſſuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances; and alſo ſhall and will ſurrender, or cauſe to be ſurrendred, all other the Copyhold or Cuſtomary Meſſuages, Lands, Tenements and Hereditaments of him the ſaid *Benjamin Acton* Party hereunto, held of the aforeſaid Manors or any of them, or of any other Manor or Manors in the ſaid Counties of *Rutland* and *Lincoln*, or either of them, to the Uſe of the ſaid *Benjamin Acton* Party hereunto, and the ſaid *Martha Meres* his intended Wife, for

(in this laſt Caſe an Equivalent to be raiſed for him)

then this ſecond Term to ceaſe.

Daughters not to be doubly portioned out of theſe two Terms.

A Recital that the intended Huſband is ſeiſed in Fee of Copyhold;

and of another Copyhold;

and of another Copyhold;

and of another Copyhold;

and of another Copyhold;

He covenants with the firſt Truſtees,

after the Marriage to ſurrender them

to the Uſe of the Huſband and Wife, and for the Survivor

for Life, as an Increaſe of her Jointure, Remainder to the Uſe of the firſt and other Sons of the Marriage ſucceſſively in Tail Male;

for and during the Term of their natural Lives, and the Life of the longer Liver of them, as an Increaſe of her Jointure; and from and after their Deceaſe, and the Deceaſe of the Survivor of them, then to the Uſe of the firſt Son of the Body of the ſaid *Benjamin Acton* Party hereunto on the Body of the ſaid *Martha Meres* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſecond, third, fourth, fifth, and of all and every other the Son and Sons of the Body of the ſaid *Benjamin Acton* Party hereunto on the Body of the ſaid *Martha Meres* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing to be always preferred, and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſaid *Benjamin Acton* Party hereunto, and of his Heirs and Aſſigns for ever; And alſo ſhall and will, at his own Coſts and Charges, cauſe and procure Admittances to be made thereto accordingly. And whereas the Right Reverend Father in God *Edward* Lord Biſhop of *Lincoln*, by his Indenture of Leaſe bearing Date the ſeventeenth Day of *February* which was in the Year of our Lord 1712, and made or mentioned to be made between the ſaid Lord Biſhop of *Lincoln* of the one Part, and the ſaid *Benjamin Acton* Party hereunto of the other Part, did for the Conſiderations therein mentioned demiſe, grant and to farm let unto the ſaid *Benjamin Acton* Party hereunto, the Parſonage of *Pendon* in the ſaid County of *Rutland*, and all manner of Tithes, Rights, Profits, Commodities and Emoluments to the ſame belonging or appertaining, and all thoſe Grounds called *Erſfeld*, lying and being within the Lordſhip of *Pendon* in the ſaid County of *Rutland*; and alſo all that the Scite of the Manor of *Pendon* in the ſaid County of *Rutland*, and all the Houſes, Edifices, Lands, Tenements, Meadows, Feedings, Paſtures, Hedges, Hayes, Ponds, Waters and Ditches with the Appurtenances, ſituate, lying and being in *Pendon* aforeſaid, thentofore demiſed, uſed, occupied and enjoyed, by, for or under the yearly Rent of 18*l.* (except as therein is excepted); To hold unto the ſaid *Benjamin Acton* Party hereunto, his Executors, Adminiſtrators and Aſſigns, from the making of the ſame Indenture unto the End and Term of twenty-one Years, at and under the yearly Rent of 18*l.* 5*s.* 9*d.* payable as therein is mentioned, as in and by the ſaid recited Indenture of Leaſe, Relation being thereunto had, it doth and may appear: Now this Indenture further witneſſeth, That in conſideration of the ſaid intended Marriage, and for other the Conſiderations afore-mentioned, and alſo in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Benjamin Acton* Party hereunto, *Anna Acton*, *David Acton*, *Eſther Acton* and *Frances Acton*, in hand paid by the ſaid *George Gell* and *Henry Hill*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good and valuable Cauſes and Conſiderations them thereunto moving, they the ſaid *Benjamin Acton* Party hereunto, *Anna Acton*, *David Acton*, *Eſther Acton* and *Frances Acton* have, and each of them hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, and each of them doth bargain, ſell, aſſign and ſet over unto the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, all the ſaid Parſonage, Scite, Meſſuages, Houſes, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their and every of their Appurtenances, in and by the ſaid recited Indenture of Leaſe demiſed or leaſed, or mentioned or intended to be demiſed or leaſed as aforeſaid, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Parſonage, Scite, Meſſuages, Houſes, Lands, Tenements and Premiſſes laſt mentioned, and every of them, and every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Property, Claim and Demand whatſoever both in Law and Equity of them the ſaid *Benjamin Acton* Party hereunto, *Anna Acton*, *David Acton*, *Eſther Acton* and *Frances Acton*, and of every of them, of, in, to or out of the ſaid Parſonage, Scite, Meſſuages, Houſes, Lands, Tenements, Tithes, Hereditaments and Premiſſes laſt mentioned, or any of them or any Part thereof; To have and to hold

Remainder to the Uſe of the Huſband in Fee, and to procure Admittances.

A Biſhop's Leaſe of a Parſonage, Tithes, Lands, *&c.* recited, which belong to the Huſband.

He and his Mother and Siſters aſſign to the firſt Truſtees;

Habendum

the ſaid Parſonage, Scite, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes laſt mentioned, unto the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, from thenceforth for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid Term of twenty-one Years (ſubject to the Rents and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained) upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, in Truſt for the ſaid *Benjamin Acton* Party hereunto and his Aſſigns, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then in Truſt that they the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Benjamin Acton* Party hereunto, for ſo many Years of the ſaid Term of twenty-one Years as he ſhall live, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his own Uſe and Benefit; and from and after his Deceaſe, then ſhall and do permit and ſuffer the ſaid *Martha* his intended Wife, during ſo many Years of the ſaid Term of twenty-one Years as ſhe ſhall live, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her own Uſe and Benefit, as and by way of Increaſe and Augmentation of her Jointure; and from and after the ſeveral Deceaſes of the ſaid *Benjamin Acton* and *Martha* his intended Wife, then ſhall and do permit and ſuffer the firſt Son of the Body of the ſaid *Benjamin Acton* on the Body of the ſaid *Martha* his intended Wife to be begotten, and his Aſſigns, during the then Reſidue of the ſaid Term of twenty-one Years, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, ſubject nevertheleſs to the Proviſo next herein after-mentioned; that is to ſay, Provided always, that in caſe ſuch firſt Son ſhall happen to die unmarried before he attain his Age of twenty-one Years, then upon Truſt that they the ſaid *Geoage Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſecond Son of the Body of the ſaid *Benjamin Acton* on the Body of the ſaid *Martha* his intended Wife to be begotten, and his Aſſigns, during the then Reſidue of the ſaid Term of twenty-one Years, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, ſubject nevertheleſs to the Proviſo next herein after mentioned; that is to ſay, Provided always, that in caſe ſuch ſecond Son ſhall happen to die unmarried before he attain his Age of twenty-one Years, then upon Truſt that they the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the third, fourth, fifth, ſixth, ſeventh, and all and every other the Son and Sons of the Body of the ſaid *Benjamin Acton* on the Body of the ſaid *Martha* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and the ſeveral and reſpective Aſſigns of ſuch Son and Sons, during the then Reſidue of the ſaid Term of twenty-one Years, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own reſpective Uſe and Benefit; the Elder of ſuch Sons and his Aſſigns always to be preferred and to take before the Younger of ſuch Sons and his Aſſigns, ſubject always nevertheleſs to the Proviſo next herein after mentioned; that is to ſay, Provided always, that in caſe ſuch third, fourth, fifth, ſixth, ſeventh, or any other the Son and Sons of the Body of the ſaid *Benjamin Acton* on the Body of the ſaid *Martha* his intended Wife to be begotten ſhall happen to die unmarried before he attain his Age of twenty-one Years, then upon Truſt that they the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, ſhall and do from Time to Time, during the then Reſidue of the ſaid Term of twenty-one Years, permit and ſuffer the next of the ſame Sons in Age to every ſuch Son ſo dying unmarried, and under the Age of twenty-one Years, and the Aſſigns of every ſuch next Son, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for the Uſe and Benefit of ſuch next Son and his Aſſigns, ſo always that this laſt Proviſo ſhall not extend or be conſtrued to extend to prevent in taking any the Elder of the ſaid Sons who ſhall live to attain his Age of twenty-one Years or be married: And in caſe there ſhall be no ſuch Son or Sons, or being ſuch, no one of them ſhall live to attain his Age of twenty-one Years or be married, then upon Truſt that they the

upon Truſt for the Huſband till Marriage; then to permit him to take the Profits during Life; then to permit the Wife, &c. by way of Increaſe of Jointure; then to permit their Sons ſucceſſively (at twenty-one) to take the Profits.

If no Son attains twenty-one or Marriage, then to the Executors, &c. of the Huſband.

the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the Executors, Adminiſtrators and Aſſigns of the ſaid *Benjamin Acton* Party hereunto, during all the then Reſidue of the ſaid Term of twenty-one Years, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That all

New Leaſes to be taken to be ſubject to the like Truſts.

new Leaſes, which ſhall hereafter be taken of the ſaid laſt mentioned Premiſſes or any Part thereof, ſhall from Time to Time remain, continue, and be ſubject and liable to the like Truſts as are herein before declared, of and concerning the ſaid Term and Eſtate therein hereby or mentioned to be hereby aſſigned. And the ſaid

The Huſband covenants, during his Life, to procure new Leaſes,

Benjamin Acton Party hereunto doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, that in caſe the ſaid Marriage ſhall take effect, he the ſaid *Benjamin Acton*, his Heirs, Executors or Adminiſtrators ſhall and will, at his and their own proper Coſts and Charges, from time to time during his natural Life, cauſe and procure new Leaſes to be made of the ſaid laſt mentioned Premiſſes upon the Truſt aforeſaid, in ſuch Manner and at ſuch Times, as the Leaſe of the ſaid laſt mentioned Premiſſes has been of late Years uſually renewed, ſo as that at the Time of his Death there ſhall not be

and to bear Charge of Renewals.

above three Years elapſed of the Leaſe then in Being; and ſhall and will from time to time bear and pay all Fines and other incident Charges, of and for ſuch Renewals. And the ſaid *Martha Meres* doth hereby for herſelf, her Heirs, Exe-

The Wife covenants with the Truſtees to procure Renewals, if the Marriage takes effect, and ſhe ſurvives her Huſband;

cutors and Adminiſtrators, covenant and agree, to and with the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, that in caſe the ſaid Marriage ſhall take effect, and the ſaid *Martha Meres* ſhall ſurvive and overlive the ſaid *Benjamin Acton* Party hereunto, then and in ſuch Caſe ſhe the ſaid *Martha Meres* ſhall and will, at her own proper Coſts and Charges, from time to time during her natural Life, cauſe and procure new Leaſes to be made of the ſaid laſt mentioned Premiſſes, upon the Truſts aforeſaid, in like manner as the ſaid *Benjamin Acton* Party hereunto is by Virtue of his Covenant in that Behalf afore-mentioned obliged to do, ſo as that at the Time of her Death there ſhall not be above

and to pay Fines, and all Charges.

three Years elapſed of the Leaſe then in Being; and ſhall and will from time to time bear and pay all Fines and other incident Charges for ſuch Renewals. And

Recital of an Annuity and Money given by the Will of the Huſband's Father to a younger Son,

whereas the ſaid *Benjamin Acton* deceaſed did in and by his ſaid laſt Will and Teſtament (among other Things therein mentioned) give, will and appoint to his Son *George Acton* one Annuity or yearly Sum of 100*l.* of lawful Money of *Great Britain*, for and during his natural Life, to be paid him at the Feaſts of St. *Michael* the Archangel, and the Annunciation of the bleſſed Virgin *Mary*, by even and equal Portions; the firſt Payment thereof to begin and be made at ſuch of the ſaid Feaſts as ſhould next happen after his Deceaſe; and did thereby alſo give and bequeath unto the ſaid Son *George* the Sum of 50*l.* to be paid him immediately after his Deceaſe, for and towards his Maintenance, till ſome Part of his ſaid Annuity ſhould become payable; and did farther give and bequeath unto his ſaid Son *George* the Sum of 500*l.* of like Money, to be paid him when he ſhould attain the Age

which are charged upon the Premiſſes;

of twenty-one Years, and to ceaſe if he ſhould die before that Age; which ſaid Annuity, Sums of Money and Legacy ſo given to the ſaid *George Acton* as aforeſaid, were by the ſaid Will charged and chargeable upon all and every the ſaid Freehold and Leaſehold Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted, releaſed and aſſigned

and that the Son is a Minor,

as aforeſaid, among others; And whereas the ſaid *George Acton* is yet a Minor under the Age of twenty-one Years; And whereas the ſaid Manors, Meſſuages, Lands,

and that the Premiſſes are now agreed to be indemnified.

Tenements, Hereditaments and Premiſſes, as well Freehold as Leaſehold, in the ſaid Counties of *Rutland* and *Lincoln*, or either of them, are by Agreement of all the ſaid Parties to theſe Preſents to be indemnified and defended from and againſt the ſaid Annuity, Sums of Money and Legacies ſo given to the ſaid *George Acton* as aforeſaid, by and with the ſaid Meſſuages, Lands, Tenements and Hereditaments in the ſaid Counties of *Northampton* and *Leiceſter:* Now therefore, to the End and Purpoſe aforeſaid, it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid Term of four hundred Years of and in the ſaid Meſſuages, Lands, Tenements and Hereditaments in the ſaid Counties of

Northampton and *Leiceſter*, or either of them, herein before limited to the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, was and is ſo limited to them, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; (that is to ſay) upon Truſt that they the ſaid *George Gell* and *Henry Hill*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and with the Rents and Profits of the ſaid Meſſuages, Lands, Tenements and Premiſſes in the ſaid Counties of *Northampton* and *Leiceſter*, or by Sale or Mortgage of the ſaid Term of four hundred Years therein or in a competent Part thereof, raiſe and levy ſuch Sum and Sums of Money as ſhall be ſufficient from time to time to pay, ſatisfy and diſcharge the ſaid Annuity, Sums of Money and Legacies ſo given and bequeathed to the ſaid *George Acton* as aforeſaid, and ſhall and do pay, apply and diſpoſe of the ſame accordingly, purſuant to the Purport, true Intent and Meaning of the ſaid recited Will; and thereof and therefrom, and of and from all Loſs, Coſts, Charges, Damages and Expences, for or by reaſon of the ſame or any of them, ſhall and do thereby defend, ſave harmleſs and keep indemnified the ſaid Manors, Meſſuages, Lands, Tenements and Premiſſes in the ſaid Counties of *Rutland* and *Lincoln*, and all and every Perſon and Perſons claiming or to claim any Eſtate or Intereſt therein, by Virtue of the Uſes, Truſts, and Limitations thereof afore-mentioned; and ſubject to the aforeſaid Truſts, in Truſt for the ſaid *Benjamin Acton* Party hereunto, his Heirs and Aſſigns, and to attend the Reverſion and Inheritance of the ſaid Premiſſes in the ſaid Counties of *Northampton* and *Leiceſter*. Provided always nevertheleſs, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid *Benjamin Acton* Party hereunto, his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and do from time to time pay, ſatisfy and diſcharge the ſaid Annuity, Sums of Money and Legacies ſo given and bequeathed to the ſaid *George Acton* as aforeſaid, as the ſame ſhall from time to time grow due and payable, according to the Purport, true Intent and Meaning of the ſaid recited Will, and thereof and therefrom ſhall and do at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of *Rutland* and *Lincoln*, and the ſeveral Perſons claiming or to claim any Eſtate or Intereſt therein, by Virtue of the Limitations aforeſaid; then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *Benjamin Acton* Party hereunto, his Heirs and Aſſigns, in the mean time to receive and take the Rents and Profits of the ſaid Meſſuages, Lands, Tenements and Hereditaments in the ſaid ſeveral Counties of *Northampton* and *Leiceſter*; and then alſo and in ſuch Caſe, from and after ſuch Payment and Indemnification aforeſaid, the ſaid Term of four hundred Years therein ſhall ceaſe, determine, and be utterly void, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Anna Acton*, *Benjamin Acton* Party hereunto, and *Martha* his intended Wife, as and when they ſhall reſpectively come into and be in poſſeſſion of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of *Rutland* and *Lincoln*, or either of them, or any Part or Parcel thereof, by Virtue of the Limitations afore-mentioned, at any time or times hereafter during their reſpective Lives, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſame or any Part thereof to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Things by way of Fine for or in reſpect of ſuch Leaſe or Leaſes, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words to be contained therein; and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved: and ſo as the Leſſee and Leſſees to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes, any thing in theſe Preſents contained to the contrary thereof in any wiſe

Declaration of the Truſt of the third Term above raiſed to indemnify the ſettled Premiſſes againſt the Annuity, *&c.* to the younger Son,

and (ſubject thereto) to attend the Inheritance.

And if the Huſband diſcharge the Annuity, *&c.* the Term to ceaſe.

Agreement that the Parties reſpectively in poſſeſſion may make Leaſes,

for a certain Term in Poſſeſſion,

at improved Rents, without Fine, not *ſans* Waſte;

with Clauſe of Re-entry.

Leſſees to execute Counterparts.

A Power reſerved to the Huſband to ſell Part of the ſettled Premiſſes,

wiſe notwithſtanding. Provided always, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe the ſaid *Benjamin Acton* Party hereunto ſhall at any Time or Times hereafter during his Life, be minded to ſell or diſpoſe of all and every the ſaid Freehold, Copyhold and Leaſehold Manors, Parſonage, Tithes, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, ſituate, lying or being, coming, growing, ariſing, happening or accruing within the Towns, Pariſh, Fields, Precincts or Territories of *Pendon* aforeſaid in the ſaid County of *Rutland*, or any of them, or any Part or Parcel thereof; and ſhall actually ſell or diſpoſe of the ſame, or any of them, or any Part or Parcel thereof, for the moſt Monies and beſt Price that can be reaſonably had

by Conſent of the Wife and the firſt Truſtees.

or obtained, and with the Privity and Conſent of the ſaid *Michael Meres*, *George Gell* and *Henry Hill*, or the Survivors or Survivor of them, or their reſpective Executors or Adminiſtrators, teſtified under their reſpective Hands and Seals; then and

The Uſes, &c. then to ceaſe.

at all Times from thenceforth all and every the Uſe and Uſes, Truſt and Truſts, Eſtate and Eſtates herein before limited of or concerning the ſaid laſt mentioned Manors, Parſonages, Tithes, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or ſuch of them as ſhall be ſold or diſpoſed of as aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary thereof notwithſtanding. Provided nevertheleſs, and it is

Proviſo, that the Money ariſing by ſuch Sale be inveſted in a Purchaſe in the ſame County, with the Approbation of the ſame Truſtees, to be ſettled to the ſame Uſes, &c.

hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that all Monies ariſing by ſuch Sale of the ſaid laſt mentioned Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, ſhall be forthwith or ſo ſoon as conveniently may be, laid out and diſpoſed of in the Purchaſe of other Freehold Lands and Tenements of an Eſtate of Inheritance in Fee-ſimple in Poſſeſſion, in ſome convenient Place or Places within the ſaid County of *Rutland*, with the Good-liking and Approbation of the ſaid *George Gell* and *Henry Hill*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, to be ſettled, conveyed and aſſured unto ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, as the reſt of the Freehold Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of *Rutland* and *Lincoln*, limited to the ſaid *Martha Meres* for her Life as aforeſaid, are herein before

and the Intereſt to go as the Rents would.

limited; and that all the Intereſt and Proceed of the Monies ariſing by ſuch Sale, in the mean time and until the ſame ſhall be laid out in a Purchaſe as aforeſaid, ſhall be from Time to Time paid to and received by ſuch Perſon or Perſons, as and to whom the Rents and Profits of the Lands or Tenements ſo to be purchaſed as aforeſaid (if purchaſed) would for the Time being belong, by Virtue of the ſaid laſt mentioned Limitations. Provided always nevertheleſs, and it is hereby declared

A Power of Election given to the Wife, of other Lands in lieu of her Jointure.

and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, That in caſe the ſaid intended Marriage ſhall take effect, and the ſaid *Martha Meres* ſhall ſurvive and overlive

The Election to be made within a certain Time after a Contingency happens, in a certain Manner.

the ſaid *Anna Acton* and *Benjamin Acton* Party hereunto, and ſhall within the Space of ſix Calendar Months next after the Deceaſe of the Survivor of them elect and chooſe for her Jointure (in lieu and recompence of the Jointure and Increaſe of Jointure herein before provided for her as aforeſaid) the ſaid ſeveral Manors, Meſſuages, Woods, Lands, Tenements and Hereditaments herein before limited to the Uſe of the ſaid *Anna Acton* for her Life for her Jointure as aforeſaid, together with the ſaid Moiety of the ſaid Manor of *Ingleford*, with its Rights, Members and Appurtenances, and the Meſſuage, Tenement and Farm called *Hayton*, and the Capital Meſſuage or Tenement called *Ingfield*, with the Lands, Tenements, Meadows, Paſtures and Hereditaments to the ſaid ſeveral laſt mentioned Meſſuages or Tenements belonging, or therewith or with either of them uſed or enjoyed as aforeſaid, and ſhall within the ſaid Space of ſix Months declare and expreſs ſuch her Choice and Election by Writing under her Hand, to be left with or for the ſaid *George Gell* or *Henry Hill*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, at his and their then uſual Dwelling or Place of

In ſuch Caſe ſhe to be ſeiſed, &c. with like Power, Uſes, &c.

Abode; then and in ſuch Caſe, and at all Times from thenceforth, theſe Preſents and the Aſſurance hereby made, as to, for and concerning the ſaid laſt mentioned Manors, Meſſuages, Woods, Lands, Tenements and Hereditaments (ſo to be elected by the ſaid *Martha Meres* for her Jointure as aforeſaid) ſhall be and enure, and the ſaid *George Gell* and *Henry Hill* and their Heirs ſhall ſtand and be ſeiſed thereof,

unto and for the Uſe and Behoof of the ſaid *Martha Meres*, for and during the Term of her natural Life for her Jointure, and in Lieu, Bar, Recompence and Satisfaction of her Dower, together with the like Power for the ſaid *Martha Meres* to make Leaſes thereof, or of any Part thereof, as is herein before reſerved or given to her of or concerning the Premiſſes intended for her preſent Jointure; and from and after her Deceaſe, to and for ſuch other Uſes, Intents and Purpoſes, upon ſuch Truſts, and under ſuch Proviſoes and Agreements, and in ſuch Order and Manner as are herein before mentioned, expreſſed and declared, of and concerning the ſame; And then alſo and in ſuch Caſe, and at all Times from and after ſuch Election and Notice as aforeſaid, the Uſes, Truſts, Eſtates and Powers herein before limited to or for the Benefit of the ſaid *Martha Meres*, of and in all and every the ſaid Freehold, Copyhold and Leaſehold Premiſſes, Meſſuages, Lands, Tenements and Hereditaments, deſigned or intended for her preſent Jointure, or Increaſe or Augmentation of her preſent Jointure as aforeſaid (except the ſaid Moiety of the ſaid Manor of *Ingleford*, and the ſaid Meſſuage, Tenement and Farm called *Hayton*, and the ſaid Capital Meſſuage or Tenement called *Ingfield*, and the Lands, Tenements and Hereditaments to the ſame or either of them belonging, or therewith or with either of them uſed or enjoyed as aforeſaid) ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, as if the ſaid *Martha Meres* was then actually dead, and the ſame Premiſſes (except before excepted) ſhall from thenceforth remain, continue and be to and for ſuch other Uſes, Intents and Purpoſes, and in ſuch Order and Manner as are herein before mentioned, expreſſed and declared of and concerning the ſame; And then alſo and in ſuch Caſe the ſaid Covenant and Agreement on the Part and Behalf of the ſaid *Martha Meres*, for renewing the ſaid Leaſehold Premiſſes held of the ſaid Biſhop of *Lincoln* ſhall ceaſe and be void, any Thing in theſe Preſents contained to the contrary notwithſtanding. And the ſaid *Benjamin Acton* Party hereunto doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *George Gell* and *Henry Hill*, their Heirs, Executors and Adminiſtrators, in Manner following; that is to ſay, That all and every the aforeſaid Freehold, Copyhold and Leaſehold Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted, releaſed, aſſigned, and covenanted to be ſurrendered reſpectively as aforeſaid, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes and Agreements in and by theſe Preſents expreſſed and declared of and concerning the ſame reſpectively as aforeſaid; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Benjamin Acton* Party hereunto, *Anna Acton*, *David Acton*, *Eſther Acton* and *Frances Acton*, or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them or any of them, or from, by or under the ſaid *Benjamin Acton* deceaſed and *Leonora* his firſt Wife, or either of them, or from, by or under *Owen Orton*, Eſq; deceaſed, Father of the ſaid *Leonora*, and *Mark Orton* and *Olivia* his Wife, Father and Mother of the ſaid *Owen*, and *Peter Pardy* Father of the ſaid *Olivia*, or any of them, and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Benjamin Acton* Party hereunto, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Titles of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, Annuities, Legacies and Sums of Money, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Benjamin Acton* Party hereunto, *Benjamin Acton* deceaſed, *Owen Orton*, *Mark Orton* and *Peter Pardy*, or any of them, their or any of their Heirs or Aſſigns, or by any other

and the former Uſes of the former ſettled Premiſſes to determine,

(with Exceptions as to Part)

and likewiſe her Covenant to renew the Biſhop's Leaſe.

The Huſband covenants with the Truſtees for quiet Enjoyment.

other Perſon or Perſons lawfully claiming or to claim, from, by or under them or any of them, or from, by or under their or any of their Act, Means, Aſſent, Conſent or Procurement (other than and except the Rents and Services from henceforth to grow due to the Chief Lord or Lords of the Fee or Fees of the Premiſſes, for or in reſpect of his or their Seigniory or Seigniories; and except the Rents and Covenants in the ſaid recited Indenture of Leaſe from the ſaid *Edward* Lord Biſhop of *Lincoln* reſerved and contained; and alſo except ſuch Leaſes of the Premiſſes, or any Part thereof, whereupon the improved yearly Rent is reſerved and made payable). And the ſaid *Benjamin Acton* Party hereunto, *Anna Acton*, *David Acton*, *Eſther Acton* and *Frances Acton*, do for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, and not the one of them for the other of them, or for the Acts, Deeds, Heirs, Executors or Adminiſtrators the one of the other, covenant, promiſe and grant, to and with the ſaid *George Gell* and *Henry Hill*, their Heirs, Executors and Adminiſtrators, that they the ſaid *Benjamin Acton* Party hereunto, *Anna Acton*, *David Acton*, *Eſther Acton* and *Frances Acton*, and every of them, their and every of their Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall and may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the aforeſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them or any of them, ſhall and will from time to time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *George Gell* and *Henry Hill*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, but at the proper Coſts and Charges in the Law of the ſaid *Benjamin Acton* Party hereunto, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Conveyances and Aſſurances in the Law whatſoever, be it by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, for the better and more perfect and abſolute Granting and Conveying of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted, releaſed, aſſigned, and covenanted to be ſurrendered reſpectively as aforeſaid, with their and every of their Appurtenances, unto and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively as aforeſaid, as by the ſaid *George Gell* and *Henry Hill*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from their then reſpective Dwellings or Places of Abode. And the ſaid *Michael Meres*, in conſideration of the Premiſſes, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Benjamin Acton* Party hereunto, his Executors and Adminiſtrators, that he the ſaid *Michael Meres*, his Heirs, Executors or Adminiſtrators, ſhall and will at the End of one Year, to be accounted from the Solemnization of the ſaid intended Marriage, if the ſaid *Martha Meres* or any Iſſue Male of her Body by the ſaid *Benjamin Acton* Party hereunto to be begotten ſhall be then living, and not otherwiſe, well and truly pay, or cauſe to be paid unto the ſaid *Benjamin Acton* Party hereunto, his Executors or Adminiſtrators, the further Sum of 1200*l.* of lawful Money of *Great Britain*, at or in the Common Dining-Hall of *Lincoln's Inn* in the ſaid County of *Middleſex*, over and above the aforeſaid Sum of 5000*l.* herein before mentioned to be paid to the ſaid *Benjamin Acton* by the ſaid *Michael Meres* as aforeſaid. In witneſs, *&c.*

Except the Rents, *&c.* reſerved.

The Husband, Mother and Siſters covenant (with the firſt Truſtees) that they will make further Aſſurances.

The Lady's Father covenants to pay an additional Portion upon either of two Contingencies happening in a certain Time.

A Settlement before Marriage by the Father, Mother and Son (the intended Huſband) of Freehold, Copyhold, Corporation Leaſes, Church Leaſes, and other Leaſehold Intereſts; ſome for Lives, ſome for Years, with Variety of Limitations, &c. *for the Benefit of the Father, Mother, Huſband, Wife, Iſſue of that or any other Marriage, and Remainder to the Huſband's Brother,* &c. Nº 2.

THIS Indenture quadrupartite, made the twenty-ſixth Day of *September Anno Domini* 1713, and in the thirteenth Year of the Reign, *&c.* between *Aaron Aſhton* of, *&c.* Eſq; and *Bethia* his Wife, *Charles Aſhton*, Eſq; Son and Heir apparent of the ſaid *Aaron Aſhton*, *Dudley Dickens* of, *&c.* Gent. and *Edward Emms* of, *&c.* Yeoman, of the firſt Part, *Francis Ford* of, *&c.* Eſq; and *George Gee*, Citizen and Draper of *London*, of the ſecond Part, *Henry Hart* of, *&c.* Eſq; and *James Jenks* of, *&c.* Brewer, of the third Part, and *John Kent* of, *&c.* Merchant, and *Luna Kent*, Spinſter, one of the Daughters of the ſaid *John Kent*, of the fourth Part. Whereas a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemnized between the ſaid *Charles Aſhton* and *Luna Kent*: Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage, and of the Sum of 5000*l.* of lawful Money of *Great Britain* to the ſaid *Aaron Aſhton*, by and with the Conſent and Agreement of the ſaid *Charles Aſhton*, teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents, paid by the ſaid *John Kent* at or before the Enſealing and Delivery hereof, and of the further Sum of 1000*l.* of like Money, ſecured to be paid to the ſaid *Aaron Aſhton* by the ſaid *John Kent* within the Space of three Calendar Months next after the Deceaſe of the ſaid *John Kent*, being together in full for the Marriage-Portion of the ſaid *Luna Kent*, and of all Portion and Portions, and other Proviſion whatſoever, either in Lands and Tenements, or Monies, which at any Time or Times heretofore have or hath been provided or agreed to be raiſed or ſettled for or for the Benefit of the ſaid *Luna Kent* by the ſaid *John Kent*, by any Deed or Settlement whatſoever, and alſo in full of all ſuch Part, Share and Intereſt, as ſhe can or may have or claim, of, in, to or out of the Eſtate of the ſaid *John Kent*, by Virtue of the Cuſtom of the City of *London* whereof he is a Freeman, the Receipt and Payment of which ſaid Sum of 5000*l.* he the ſaid *Aaron Aſhton* doth hereby acknowledge, and thereof and of every Part thereof they the ſaid *Aaron Aſhton* and *Charles Aſhton* do, and each of them doth acquit, releaſe and diſcharge the ſaid *John Kent* his Executors and Adminiſtrators for ever by theſe Preſents, and for providing a competent Jointure and Proviſion of Maintenance for the ſaid *Luna Kent*, in caſe ſhe ſhall, after the ſaid intended Marriage had, ſurvive and overlive the ſaid *Charles Aſhton* her intended Hhſband, and for ſettling and aſſuring the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, aſſigned and covenanted to be ſurrendered, unto ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements, as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; And for and in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain* to the ſaid *Aaron Aſhton*, *Bethia* his Wife, *Charles Aſhton*, *Dudley Dickens* and *Edward Emms*, in hand paid by the ſaid *Francis Ford* and *George Gee*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *Dudley Dickens* and *Edward Emms*, by the Direction and Appointment of the ſaid *Aaron Aſhton* and *Charles Aſhton*, teſtified by their being Parties to, and their Sealing and Delivery of theſe Preſents, and alſo the ſaid *Aaron Aſhton* and *Bethia* his Wife, and *Charles Aſhton*, have, and each and every of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each and every of them doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Francis Ford* and *George Gee*, their Heirs and Aſſigns, all that the Manor of *Munden*, with the Rights, Members and Appurtenances thereof, in the County of *Nottingham*, and all that Capital Meſſuage or Scite of the Manor of *Munden* in the ſaid

The intended Marriage recited.

The Conſideration, the Marriage-Portion paid to the Father of the intended Huſband by the Wife's Father,

in full of all their Claim upon her Father's Eſtate,

and for providing her a Jointure,

and for ſettling the Manors, *&c.*

The Father and Son (with their Truſtees) grant and releaſe to Truſtees in Fee.

The Parcels.

County of *Nottingham*, wherein Sir *Nathaniel Orton* deceaſed ſometime heretofore inhabited, with the Appurtenances; and all that Park or Parcel of Ground late incloſed with Pale, and now or late uſed for a Park, containing by Eſtimation eighty Acres, be the ſame more or leſs; and all that, *&c.* and all other the Freehold Meſſuages or Tenements of them the ſaid *Aaron Aſhton* and *Charles Aſhton*, or either of them, or whereof or wherein they or either of them, or any other Perſon or Perſons in Truſt for them or either of them, is or are ſeiſed, of any Eſtate of Freehold or Inheritance in the City of *London*; and alſo all and ſingular

General Words.

Meſſuages, Houſes, Cottages, Edifices, Buildings, Mills, Tofts, Crofts, Curtilages, Dove-Houſes, Orchards, Gardens, Lands, Tenements, Meadows, Leaſowes, Paſtures, Cloſes, Feedings, Commons, Common of Paſture and Turbary, Heaths, Moors, Marſhes, Waſtes, Waſte-Grounds, Ways, Waters, Ponds, Pools, Rivers, Fiſhings, Woods, Underwoods, Trees, Coppices, and the Soil and Ground of the ſame, Courts-Baron, Courts-Leet, Views of Frankpledge, Three Weeks Courts, Perquiſites and Profits of Courts and Leets, Eſcheats, Heriots, Fines, Amercements, Forfeitures, Waifs, Eſtrays, Goods of Felons, Outlaws and Fugitives, Goods of Felons attaint and convict, Goods of *Felons de ſe*, Parks, Chaſes, Warrens, Tithes, Advowſons, free Chapels, and all other Royalties, Liberties, Franchiſes, Caſualties, Privileges, Rights, free Cuſtoms, Preheminences, Juriſdictions, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances, whatſoever they be, to the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned or intended to be hereby granted and releaſed, or any of them belonging or in any wiſe appertaining, or accepted, reputed, taken, known, uſed, occupied, or enjoyed with the ſame, or any of them, or any Part thereof; All which ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes are now in the actual Poſſeſſion of the ſaid *Francis Ford* and *George Gee*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Aaron Aſhton*, *Bethia* his Wife, *Charles Aſhton*, *Dudley Dickins* and *Edward Emms*, for the Term of one whole Year, commencing from the Feaſt of St. *Michael* the Archangel laſt paſt before the Date of theſe Preſents, in conſideration of 5 *s.* to them paid by the ſaid *Francis Ford* and *George Gee*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and made or mentioned to be made between the ſaid *Aaron Aſhton* and *Bethia* his Wife, *Charles Aſhton*, *Dudley Dickins* and *Edward Emms*, of the one Part, and *Francis Ford* and *George Gee*, of the other Part, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted and releaſed, and of every of them, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Poſſibility, Claim and Demand whatſoever, either in Law or Equity, of them the ſaid *Aaron Aſhton*, *Bethia* his Wife, *Charles Aſhton*, *Dudley Dickins* and *Edward Emms*, and every or any of them, of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *Francis Ford* and *George Gee*, their Heirs and Aſſigns, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and with and under ſuch Proviſoes, Limitations and Agreements, as are herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, to the Uſe and Behoof of the ſaid *Aaron Aſhton*, *Bethia* his Wife, and *Charles Aſhton*, according to their ſeveral and reſpective Eſtates and Intereſts therein at the Time of or immediately before the Execution of theſe Preſents, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then as to, for and concerning the ſaid two Meſſuages, *&c.* to the Uſe and Behoof of *Henry Hart* and *James Jenks*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing, and fully to be compleat and ended, if they the ſaid *Charles Aſhton* and *Luna Kent* his intended

Habendum

upon Truſt,

to the Uſe of the Grantors till the Marriage;

Then as to Part, to other Truſtees for a Term,

tended Wife ſhall both of them ſo long jointly live, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared, of and concerning the ſame; and from and after the End, Expiration, or other ſooner Determination of the ſame Term, then as to, for and concerning the ſaid two Meſſuages, *&c.* and alſo as to, for and concerning the ſaid Manor of *Munden*, with the Rights, Members and Appurtenances thereof, in the ſaid County of *Nottingham*, and the ſaid Capital Meſſuage or Scite of the ſaid Manor of *Munden* in the ſaid County of *Nottingham*, and all and ſingular other the aforeſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *Nottingham*, and the ſaid Manor or reputed Manor, Capital Meſſuage or Farm called *Penns*, and all and ſingular other the aforeſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in the ſaid ſeveral Counties of *Rutland* and *Salop*, or either of them, from and immediately after the Solemnization of the ſaid intended Marriage, to the Uſe and Behoof of the ſaid *Charles Aſhton* for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte (except voluntary Waſte in Houſes and Buildings); and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Francis Ford* and *George Gee*, and their Heirs, during the Life of the ſaid *Charles Aſhton*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Charles Aſhton* and his Aſſigns, during his Life, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then to the Uſe and Behoof of the ſaid *Luna Kent* his intended Wife, for and during the Term of her natural Life, for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all and every or any the Manors, Meſſuages, Lands, Tenements and Hereditaments whereof or wherein the ſaid *Charles Aſhton* now is, or at any Time or Times hereafter during the Coverture between them ſhall be ſeiſed, of any Eſtate of Freehold or Inheritance. And as to, for and concerning all and every other the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned or intended to hereby granted and releaſed, whereof no Uſe is herein before limited to the ſaid *Charles Aſhton* for his Life as aforeſaid, to the Uſe and Behoof of the ſaid *Aaron Aſhton*, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte (except voluntary Waſte in Houſes and Buildings); and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Francis Ford* and *George Gee*, and their Heirs, during the Life of the ſaid *Aaron Aſhton*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtate herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *Aaron Aſhton* and his Aſſigns, during his Life to receive and take the Rents and Profits thereof, to and for his and their own Uſe and Benefit; And from and after his Deceaſe, then as to, for and concerning all that, *&c.* to the Uſe and Behoof of the ſaid *Bethia*, Wife of the ſaid *Aaron Aſhton*, for and during the Term of her natural Life for her Jointure, and in Lieu, Bar and Satisfaction of her Dower and Thirds at Common Law; And from and after her Deceaſe, then as to, for and concerning all and every the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before limited, to the Uſe of the ſaid *Bethia Aſhton* for her Life as aforeſaid. And as to, for and concerning all ſuch other of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes as are herein before limited to the ſaid *Aaron Aſhton* for his Life as aforeſaid, and not to the ſaid *Bethia* for her Life, from and immediately after the Deceaſe of the ſaid *Aaron Aſhton* to the Uſe and Behoof of the ſaid *Charles Aſhton*, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte (except voluntary Waſte in Houſes and Buildings); and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Francis Ford* and *George Gee* and their Heirs, during the Life of the ſaid *Charles Aſhton*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions,

if the intended Huſband and Wife ſo long live, upon Truſts after declared; Then as to this and another Part, upon the Marriage,

to the Huſband for Life, *ſans* Waſte (except voluntary Waſte, *&c.*)

Then to the Uſe of the Truſtees, to preſerve contingent Uſes;

Then to the Uſe of the Wife for Life, for her Jointure, in bar of Dower.

And as to the Reſidue of the Premiſſes,

to the Uſe of the Huſband's Father for Life *ſans* Waſte, *ut ſupra*;

Then to the Uſe of the Truſtees, to preſerve contingent Uſes.

Then, as to Part to the Uſe of the Father's Wife for Life for her Jointure, in bar of Dower;

then as to all the Premiſſes (before limited to the Father or Mother for Life) to the Uſe of the intended Huſband for Life, *ſans* Waſte, *ut ſupra*;

Then to the Uſe of the Truſtees, to preſerve contingent Uſes,

Actions, as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Charles Aſhton* and his Aſſigns during his Life to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit.

Then as to all the Premiſſes,

And as to, for and concerning all and every the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted and releaſed, from and immediately after the End, Expiration or other ſooner Determination of the ſaid ſeveral and reſpective Uſes and Eſtates herein before thereof reſpectively limited, and as the ſame ſhall reſpectively end and determine, to the Uſe and Behoof of the ſaid *Henry Hart* and *James Jenks*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of three-hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waſte, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared of and concerning the ſame; and from and after the End, Expiration or other ſooner Determination of the ſaid Term of three hundred Years, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and of all and every other the Son and Sons of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing always to be preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of five hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned expreſſed and declared, of and concerning the ſame; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of five hundred Years, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Charles Aſhton* on the Body of any other Woman or Women whom he ſhall hereafter take to Wife, lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, and of all and every other the Son and Sons of the Body of the ſaid *Charles Aſhton* on the Body of any ſuch other Woman or Women as he ſhall hereafter take to Wife lawfully to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing always to be preferred and to take before the Younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then as to ſuch of the Premiſſes as are not herein before limited to the ſaid *Aaron Aſhton* for his Life, to the Uſe and Behoof of the ſaid *Aaron Aſhton*, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; and from and after his Deceaſe, and the Determination of the ſeveral and reſpective Uſes and Eſtates herein before limited and appointed as aforeſaid, then as to, for and concerning all and every the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted and releaſed,

to the Uſe of the ſecond Truſtees for a long Term, *ſans* Waſte, upon Truſts, *&c.* after declared;

Remainder to the Uſe of the firſt and other Sons of the Marriage ſucceſſively and reſpectively in Tail Male;

Remainder to the Uſe of the firſt Truſtees for a long Term, *ſans* Waſte, upon Truſts, *&c.* after declared;

Remainder to the Uſe of the firſt and other Sons ſucceſſively. *&c.* of the intended Huſband by any other Wife, in Tail Male;

Remainder as to the Part not before limited to the Father, to him for Life, *ſans* Waſte; Remainder, as to all the Premiſſes,

to the Uſe and Behoof of *Thomas Aſhton*, ſecond Son of the ſaid *Aaron Aſhton*, and of the Heirs Male of the Body of the ſaid *Thomas Aſhton* lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Aaron Aſhton*, and of the Heirs Male of his Body lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the right Heirs of the ſaid *Aaron Aſhton* for ever. And as to, for and concerning the aforeſaid Term of ninety-nine Years herein before limited to the ſaid *Henry Hart* and *James Jenks*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them as aforeſaid, upon this ſpecial Truſt and Confidence, and to the Intent and Purpoſe that they the ſaid *Henry Hart* and *James Jenks*, their Executors, Adminiſtrators and Aſſigns, ſhall and do Yearly and every Year, during ſo long Time of the ſaid Term of ninety-nine Years as the ſaid *Charles Aſhton* and *Luna Kent* his intended Wife ſhall both of them jointly live, by and out of the Rents, Iſſues and Profits of the ſaid Meſſuages, Tenements and Premiſſes ſo to them limited for ninety-nine Years, determinable as aforeſaid, pay, or cauſe to be paid, by four equal Quarterly Payments, the yearly Sum of 50 *l.* of lawful Money of *Great Britain*, unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, as the ſaid *Luna Kent* ſhall from Time to Time, notwithſtanding her Coverture, by any Note or Writing under her Hand direct or appoint; And in default of and until ſuch Direction or Appointment, to the proper Hands of the ſaid *Luna Kent*, for her own ſole and ſeparate Uſe and Benefit; whoſe Receipt under her Hand ſhall from Time to Time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much of the ſaid yearly Sum of 50 *l.* for which ſuch Receipt ſhall be given; the firſt Payment thereof to begin and to be made at the End of three Calendar Months next after the Solemnization of the ſaid intended Marriage. And upon this farther Truſt, that they the ſaid *Henry Hart* and *James Jenks*, their Executors, Adminiſtrators and Aſſigns ſhall and do, during the Continuance of the aforeſaid Term of ninety-nine Years, determinable as aforeſaid, pay and diſpoſe of the Reſidue and Overplus of the clear Rents, Iſſues and Profits of the ſaid laſt mentioned Meſſuages, or Tenements and Premiſſes (over and above the ſaid yearly Sum of 50 *l.*) as the ſame ſhall ariſe unto the ſaid *Charles Aſhton*, or unto ſuch other Perſon or Perſons as ſhall for the Time being be intitled to the Rents, Iſſues and Profits of the ſame Premiſſes, by Virtue of the Limitations afore-mentioned. And as to, for and concerning the aforeſaid Term of three hundred Years herein before limited to the ſaid *Henry Hart* and *James Jenks*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that the ſame is ſo limited to them as aforeſaid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements, as are herein after expreſſed and declared of and concerning the ſame; that is to ſay, In caſe there ſhall be one or more Child or Children of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife begotten (other than an eldeſt or only Son) then upon Truſt that they the ſaid *Henry Hart* and *James Jenks*, their Executors, Adminiſtrators or Aſſigns ſhall and do, by Sale or Mortgage of their ſaid Term of three hundred Years of and in the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited as aforeſaid, or of and in a competent Part thereof, or by ſuch other Ways or Means as they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy ſuch Sum and Sums of Money for the Portion and Portions of all and every ſuch Child or Children (not being an eldeſt or only Son as aforeſaid) as are herein after-mentioned; that is to ſay, If but one ſuch Child, then the Sum of 3000 *l.* of lawful Money of *Great Britain*, for the Portion of ſuch only Child; and if two ſuch Children and no more, then the Sum of 2000 *l.* apiece of like Money, for the Portions of ſuch two Children; and if three ſuch Children and no more, then the Sum of 1500 *l.* apiece of like Money, for the Portions of ſuch three Children; and if four or more ſuch Children, then the Sum of 1000 *l.* apiece of like Money, for the Portions of ſuch four or more Children; the Portion or Portions of ſuch of them as ſhall be Sons, to be paid at their reſpective Ages of twenty-

to the Uſe of the ſecond Son of the Father in Tail Male; Remainder to the Uſe of the Father in Tail Male; Remainder to the Uſe of the right Heirs of the Father.

The Truſt of the firſt Term declared.

During Joint Lives of Huſband and Wife to pay her, &c.

a yearly Sum,

and the Reſt of the Profits to the Perſon intitled to the Rents of that Part.

And as to the ſecond Term,

upon Truſt

to raiſe Portions for younger Children of this Marriage,

in proportion to their Number, as particularized here,

(At what Times payable);

twenty-one Years, or ſo ſoon after as may be; and the Portion or Portions of ſuch of them as ſhall be Daughters, to be paid at their reſpective Ages of twenty-one Years or Days of Marriage, which ſhall firſt happen, or ſo ſoon after as may be: And upon this farther Truſt, that in the mean time, and until the ſame Portions ſhall become payable as aforeſaid, the ſame Truſtees ſhall, by and out of the Rents, Iſſues and Profits of the ſame Manors, Meſſuages, Lands, Tenements and Premiſſes, raiſe and levy ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children, as to the ſame Truſtees ſhall ſeem meet, ſuch yearly Maintenance not exceeding in the whole the Intereſt of their ſaid reſpective Portions, after the Rate of 4 *l. per Cent. per Annum.* And upon this farther Truſt, that they the ſaid *Henry Hart* and *James Jenks*, their Executors, Adminiſtrators or Aſſigns, ſhall and do, until ſome one of the ſaid Portions ſhall become payable, permit and ſuffer ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of three hundred Years ſhall for the Time being belong or appertain by Virtue of theſe Preſents, to receive and take the Reſidue and Overplus of the Rents and Profits of the Premiſſes, over and above ſo much thereof as ſhall be from Time to Time paid for the Maintenance and Education of ſuch Child or Children as aforeſaid. Provided always, that in caſe any of the ſame Children ſhall happen to die before his or her ſaid Portion or Portions ſhall become payable as aforeſaid, then the Portion or Portions of ſuch of them ſo dying ſhall go and be paid unto and be equally divided amongſt the Survivors or Survivor of them, when the original Portion or Portions of ſuch ſurviving Child or Children ſhall become payable as aforeſaid. Provided nevertheleſs, that no one of the ſame Children ſhall have for his or her Portion above the Sum of 3000 *l.* and that no two of the ſame Children ſhall have for their Portions above the Sum of 2000 *l.* apiece; and that no three of the ſame Children ſhall have for their Portions above the Sum of 1500 *l.* and that no four or more of the ſame Children ſhall have for their Portions above the Sum of 1000 *l.* apiece. Provided always, that in caſe all the ſame Children ſhall happen to die before any of their ſaid Portions ſhall become payable as aforeſaid, then and in ſuch Caſe the ſaid Monies ſo to be raiſed for their Portions as aforeſaid ſhall ceaſe, and not be raiſed. Provided alſo, that no ſuch Sale or Mortgages as aforeſaid ſhall be made of the ſame Manors, Meſſuages, Lands, Tenements and Premiſſes, or any of them, or of any Part thereof, until ſome one of the Portions of the ſame Children ſhall become payable as aforeſaid. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe there ſhall be no ſuch Child or Children of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife to be begotten (other than an eldeſt or only Son) or there being ſuch Child or Children, all of them ſhall happen to die before their or any of their ſaid Portions ſhall become payable by Virtue of theſe Preſents; or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for the Portions of ſuch Children as aforeſaid, and alſo ſuch Maintenance in the mean time, and until the ſame Portions ſhall become payable as aforeſaid, ſhall be by the ſaid *Henry Hart* and *James Jenks*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of three hundred Years, paid, or to the Good-liking of the ſaid *Henry Hart* and *James Jenks*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents; then and in every or any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of three hundred Years of and in the ſaid Manors, and other the Premiſſes ſo limited for three hundred Years as aforeſaid, or ſo much thereof as ſhall remain unſold and undiſpoſed of as aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And as to, for and concerning the aforeſaid Term of five hundred Years, herein before limited to the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them as aforeſaid, upon ſuch Truſts, and to and for ſuch In-

And in the mean time Proviſions for Maintenance and Education.

The Perſons intitled in the mean time to take the Rents, &c. except Maintenances, &c.

Benefit of Survivorſhip as to the Portions,

with Reſtrictions as to the Sums.

If all ſuch Children die, &c. Portions to ſink.

No Sale, &c. of the Term, until Portion payable.

If no Portion becomes payable,

or if raiſed by the Truſtees,

or paid by the Remainderman, &c.

this Term, &c. to ceaſe.

The Truſt of the third Term declared;

tents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, In caſe the ſaid *Charles Aſhton* ſhall happen to die without Iſſue Male of his Body on the Body of the ſaid *Luna Kent* his intended Wife to be begotten, or that the Iſſue Male between them begotten ſhall happen to die without Iſſue Male of their Bodies coming, and that there be Iſſue one or more Daughter or Daughters of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after, then upon Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators or Aſſigns, ſhall and do, by Sale or Mortgage of their ſaid Term of five hundred Years of and in the ſaid Manors, Meſſuages, Lands, Tenements, and other the Premiſſes ſo to them limited for five hundred Years as aforeſaid, or of and in a competent Part thereof, or by any other ſuch Ways or Means as they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy ſuch Sum and Sums of Money for the Portion and Portions, and Maintenance of all and every ſuch Daughter and Daughters, as are herein after expreſſed and declared; that is to ſay, If but one ſuch Daughter, then the Sum of 5000*l.* for the Portion of ſuch only Daughter; and if two or more ſuch Daughters, then the Sum of 6000*l.* for the Portions of ſuch two or more Daughters, to be equally divided amongſt them, Share and Share alike; the ſame Portion and Portions to be paid unto ſuch Daughter and Daughters reſpectively as when ſhe or they ſhall reſpectively attain their Age of twenty-one Years or be married, which ſhall firſt happen, or ſo ſoon after as may be: So always, that in caſe any of the ſaid Daughters ſhall happen to die before her or their Portion or Portions intended them by Virtue of theſe Preſents ſhall by Force thereof become payable, then ſuch Portion or Portions of her or them ſo dying ſhall go and be paid unto and be equally divided amongſt the Survivors, and Survivor of them, when the original Portion or Portions of ſuch ſurviving Daughter or Daughters ſhall become payable by Virtue of theſe Preſents; ſo always, that no one ſuch Daughter ſhall have above the Sum of 5000*l.* for her Portion: And ſo alſo, that in caſe all the ſaid Daughters ſhall happen to die before any of their ſaid Portions ſhall become payable by Virtue of theſe Preſents, then the ſaid Sum or Sums of Money appointed to be raiſed for their Portions as aforeſaid, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of five hundred Years ſhall for the Time being belong, by Virtue of the Limitations above-mentioned. And upon this farther Truſt, that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns ſhall and do, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited for five hundred Years as aforeſaid, in the mean time and until the ſaid Portion or Portions of the ſaid Daughter or Daughters ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Daughter and Daughters, as to the ſaid *Francis Ford* and *George Gee*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall ſeem meet; ſo as ſuch Sum and Sums of Money to be raiſed for their Maintenance and Education as aforeſaid does not exceed in the whole the Intereſt of their ſaid reſpective Portions, at the Rate of 5*l. per Cent. per Annum*. And upon this farther Truſt, that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns ſhall and do permit and ſuffer ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of five hundred Years ſhall for the Time being belong, by Virtue of the Limitations afore-mentioned, until ſome or one of the ſame Portions ſhall become payable, to receive and take the Reſidue and Overplus of the ſaid Rents, and Profits of the ſame Premiſſes, over and above ſo much thereof as ſhall be from Time to Time paid for the reſpective Maintenances and Educations of ſuch Daughter and Daughters. Provided always, that the ſaid *Francis Ford* and *George Gee*, or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhall not ſell or mortgage the ſaid Term of five hundred Years, of and in the ſaid Manors, Meſſuages, Lands, Tenements, and other the Premiſſes ſo to them limited for five

Upon Truſt, if there be no Son, but a Daughter or Daughters,

to raiſe Portions,

in proportion to their Number,

payable at Twenty-one or Marriage, with Benefit of Survivorſhip,

and Reſtriction as to the Sum.

If all die, Portions to ſink.

Proviſion for Maintenances.

Perſons next in Remainder to take the Profits until Portions payable,

except the Maintenances.

This Term not to be ſold, &c. until a Portion payable.

five hundred Years as aforeſaid, until ſome one of the laſt mentioned Portions ſhall become payable, by Virtue of theſe Preſents. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe there ſhould be no ſuch Daughter or Daughters of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after; or there being ſuch Daughter or Daughters, all of them ſhall happen to die before their or any of their ſaid Portions ſhall become payable by Virtue of theſe Preſents; or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for Daughters Portions as aforeſaid, and alſo ſuch Maintenance in the mean time, and until the ſame Portions ſhall become payable as aforeſaid, ſhall be by the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of five hundred Years, paid, or to the Good-liking of the ſaid *Francis Ford* and *George Gee*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſecured to be paid, according to the Purport, true Intent and Meaning of theſe Preſents; or in caſe all and every the ſaid Daughter and Daughters ſhall be preferred in Marriage in the Life-time of the ſaid *Charles Aſhton*, and be advanced with Portions in Money, or in Lands of Inheritance equal in Value to the Portions hereby provided; or in caſe the ſaid *Charles Aſhton* ſhall give or leave them ſuch Monies or Lands as ſhall not be equal in Value to their ſaid Portions, then and in ſuch Caſe the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators or Aſſigns, ſhall, by and out of the ſaid Manors, Meſſuages, Lands, Tenements and Premiſſes to them limited for five hundred Years as aforeſaid, raiſe and levy ſo much Money as ſhall make up the Monies or Value of the Lands that ſhall be ſo advanced, given or left by the ſaid *Charles Aſhton*, with or to his ſaid Daughters, full ſo much as the ſaid Portions hereby provided ſhall amount unto; Then and in any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of five hundred Years, of and in the ſaid Manors, and other the Premiſſes ſo limited for five hundred Years as aforeſaid, or ſo much thereof as ſhall remain unſold and undiſpoſed of as aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that whatever Monies ſhall be raiſed and paid unto or for ſuch Daughter or Daughters, by Virtue of the aforeſaid Term of three hundred Years, ſhall be accepted and taken as and in part of the Monies to be raiſed for her or them by Virtue of the ſaid Term of five hundred Years, any Thing herein contained to the contrary notwithſtanding. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Charles Aſhton*, in caſe he ſhall, after the ſaid intended Marriage had, happen to ſurvive and overlive the ſaid *Luna Kent* his intended Wife, by any Writing or Writings under his Hand and Seal, ſigned and ſealed by him in the Preſence of two or more credible Witneſſes, to aſſign, limit and appoint any Part or Parts of the aforeſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, whereof he ſhall be then in poſſeſſion by Virtue of the Limitations afore-mentioned, other than and except the ſaid Capital Meſſuage or Scite of the ſaid Manor of *Munden*, and the ſaid Park there, containing eighty Acres as aforeſaid, with their Appurtenances, to any Woman or Women which he the ſaid *Charles Aſhton* ſhall afterwards marry, either before or after ſuch Marriage, for the Life or Lives of ſuch Woman or Women, for her or their Jointure or Jointures; ſo as ſuch Part or Parts ſo to be limited for the Jointure of ſuch Woman or Women do not exceed in the whole the yearly Rent or Value of 200*l. per Annum*; any Thing herein contained to the contrary notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid *Charles Aſhton* ſhall happen to ſurvive the ſaid *Luna Kent* his intended Wife, and that there ſhall be no Child or Children Male or Female between them begotten, or being ſuch, all of them ſhall happen to die in the Life-time of the ſaid *Charles Aſhton*, before any of them attain the Age of twenty-one Years, or be

or if raiſed,

or paid by the Remainderman, &c.

or preferred by their Father, with like Value, or in Part,

(in this laſt Caſe the Truſtees to levy the Reſidue)

what ſhall remain of this Term to ceaſe.

Portions not to be doubly paid.

Power to the Huſband (ſurviving his Wife) to make a Jointure to a ſecond, &c. Wife

(with Exception as to a Parcel of the Premiſſes)

and Reſtriction as to the Value.

If the Huſband ſurvives his Wife, and no Child living who attains twenty-one or Marriage,

married; Then, and in ſuch Caſe, and not otherwiſe, it ſhall and may be lawful to and for the ſaid *Charles Aſhton*, by any Writing or Writings under his Hand and Seal atteſted by two or more credible Witneſſes, or by his Laſt Will and Teſtament in Writing duly executed in the Preſence of three or more credible Witneſſes, to aſſign, limit or appoint any ſuch other or further Part or Parts of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before-mentioned or intended to be hereby granted and releaſed, whereof he ſhall be then in Poſſeſſion by Virtue of the Limitations afore-mentioned (except before excepted) to any ſuch Woman or Women which he ſhall marry after the Deceaſe of the ſaid *Luna Kent*, for the Life or Lives of ſuch Woman or Women, for her or their Jointure or Jointures; ſo as the Jointure of any ſuch Woman or Women, by Virtue of this preſent Power, and the before-mentioned Power in that Behalf, do not exceed in the whole the yearly Rent or Value of 500*l. per Annum.* And then alſo and in ſuch Caſe, and not otherwiſe, it ſhall and may be lawful to and for the ſaid *Charles Aſhton*, by ſuch Writing or Writings, or Laſt Will and Teſtament as aforeſaid, or by any other Writing or Writings under his Hand and Seal atteſted as aforeſaid, to charge all and every or any of the ſame Premiſſes with the Payment of any ſuch Sum or Sums of Money as he ſhall think fit, not exceeding in the whole the Sum of 5000*l.* for the Portion or Portions of all and every or any his Daughter or Daughters, and younger Son or Sons, which he ſhall hereafter happen to have by any ſuch other Woman or Women as he ſhall marry after the Deceaſe of the ſaid *Luna Kent*, and alſo with the Payment of ſuch yearly Sum or Sums of Money as he ſhall think fit for the Maintenance and Education of ſuch Daughter or Daughters, and younger Son or Sons, ſo as the ſame do not exceed the Intereſt of their reſpective Portions at the Rate of 4*l. per Cent. per Annum.* And the ſaid *Aaron Aſhton* doth hereby for himſelf and the ſaid *Bethia* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Francis Ford* and *George Gee*, their Heirs, Executors and Adminiſtrators by theſe Preſents, that they the ſaid *Aaron Aſhton* and *Bethia* his Wife ſhall and will, at the Coſts and Charges in the Law of the ſaid *Aaron Aſhton*, as of *Hilary* Term laſt paſt before the Date hereof, or before the End of *Eaſter* Term next enſuing the Date hereof, acknowledge and levy before her Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* ſeveral Fines *ſur Conuſance de droit come ceo, &c.* whereupon Proclamations ſhall and may be had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes uſed, unto the ſaid *Francis Ford* and *George Gee*, or the Survivor of them, and the Heirs of one of them, of all the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in the ſaid ſeveral Counties of *Nottingham* *Rutland* and *Salop*, and every or any of them, by ſuch apt and convenient Names, Quantities, Qualities, Numbers of Acres, and other Deſcriptions to aſcertain the ſame as ſhall be thought meet; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time or Times levied or to be levied and acknowledged of the ſaid laſt mentioned Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are or ſhall be Parties or Privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared by all the ſaid Parties to theſe Preſents to be and enure, and the Conuſee or Conuſees in the ſaid Fine or Fines named or to be named, and his or their Heirs, ſhall ſtand and be ſeiſed of the ſaid laſt mentioned Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, unto and for the ſeveral and reſpective Uſes, Intents and Purpoſes, and upon the Truſts, and under and ſubject to the Proviſoes and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame. And whereas the ſaid *Aaron Aſhton* and *Bethia* his Wife, or one of them, or ſome other Perſon or Perſons in Truſt for them or one of them, are and ſtand, or is and ſtandeth poſſeſſed of, intereſted in, or intitled unto certain long Terms for Years, whereof upwards of ſix hundred Years are yet to come, of and in all that Meadow, *&c.* and of and in all Lands, Meadows, Leaſowes, Paſtures, Woods, Underwoods, and other Hereditaments thereunto belonging, or deemed or taken to be Part or Parcel thereof, or with the ſame

he may appoint a greater or further Jointure

(with Reſtriction as to the Value)

and charge a certain Sum for Portions for Children of the other Marriage; and Maintenances, with Reſtriction as to the *Quantum.*

The Huſband's Father covenants for himſelf and Wife,

to levy Fines

of the Premiſſes,

to enure

to the Uſes of this Settlement.

Recital that the Father and Mother, *&c.* are intitled to long Terms in other Lands.

now or heretofore uſed, occupied or enjoyed; all which ſaid Leaſehold Cloſes, Meſſuage, Farms, Lands, Tenements and Premiſſes (among others) now are or late were in the Poſſeſſion or Occupation of the ſaid *Aaron Aſhton* and *Bethia* his Wife, their Leſſees or Under-Tenants: Now this Indenture farther witneſſeth, That in conſideration of the ſaid intended Marriage, and for other the Conſiderations aforementioned, they the ſaid *Aaron Aſhton* and *Bethia* his Wife have, and each of them hath granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, and each of them doth grant, bargain, ſell, aſſign and ſet over unto the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid Leaſehold Meſſuage, Farms, Cloſes, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Rights, Members and Appurtenances, and all other their Leaſehold Meſſuages, Lands and Tenements in, *&c.* or elſewhere in the ſaid County of *Salop*, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever of them the ſaid *Aaron Aſhton* and *Bethia* his Wife, and of either of them, of in, to or out of the ſame, or any of them, or any Part thereof; To have and to hold the ſaid laſt mentioned Meſſuage, Farm, Cloſes, Lands, Tenements and Premiſſes, unto the ſaid *Francis Ford* and *George Gee*, their Heirs, Executors, Adminiſtrators and Aſſigns, from henceforth for and during the ſaid Term of ſix hundred Years, and all ſuch other and farther Terms, Eſtates and Intereſts, as they the ſaid *Aaron Aſhton* and *Bethia* his Wife, or either of them, or any other in Truſt for them or either of them, have or hath therein; Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and with and under ſuch Proviſoes and Agreements as are herein after mentioned and expreſſed of and concerning the ſame; that is to ſay, in Truſt for the ſaid *Aaron Aſhton* and *Bethia* his Wife and their Aſſigns, according to their reſpective Eſtates and Intereſts therein, before the Sealing and Delivery of theſe Preſents, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then in Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Charles Aſhton* and his Aſſigns, during ſo much and ſo long Time of the ſaid Term of ſix hundred Years as he ſhall live, to receive and take the clear Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; and from and after his Deceaſe, then ſhall and do permit and ſuffer the ſaid *Luna Kent* his intended Wife and her Aſſigns, during ſo much and ſo long Time of the ſaid Term of ſix hundred Years as ſhe ſhall live, to receive and take the clear Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, as and by way of Increaſe and Augmentation of her Jointure; and from and after the ſeveral Deceaſes of the ſaid *Charles Aſhton* and *Luna Kent* his intended Wife, then ſhall and do permit and ſuffer the firſt Son of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife to be begotten, and his Aſſigns, during the then Reſidue of the ſaid Term of ſix hundred Years, and ſuch farther Terms and Eſtates therein as aforeſaid, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit: Subject nevertheleſs to the Proviſo next herein after-mentioned; that is to ſay, Provided always, that in caſe ſuch firſt Son ſhall happen to die unmarried before he attain his Age of twenty-one Years, then upon Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſecond, third, fourth, fifth, ſixth, ſeventh, and all and every other the Son and Sons of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and the ſeveral and reſpective Aſſigns of ſuch Son and Sons, during the then Reſidue of the ſaid Term of ſix hundred Years, and ſuch farther Terms and Eſtates therein as aforeſaid, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own reſpective Uſe and Benefit; the Elder of ſuch Sons and his Aſſigns always to be preferred and to take before the Younger of ſuch Sons and his Aſſigns: Subject always nevertheleſs to the Proviſo next herein after mentioned; that is to ſay, Provided always, that in caſe ſuch ſecond, third, fourth, fifth, ſixth, ſeventh, or any other the Son and Sons of the Body of the ſaid

They aſſign the ſame to the firſt Truſtees,

Habendum

upon Truſt for them, *&c.* until the Marriage;

Then in Truſt for their Son the intended Huſband during his Life; then in Truſt for his Wife during her Life, as Increaſe of her Jointure;

Then for the firſt Son of this Marriage, during the Terms.

Provided, if he die unmarried before Twenty one,

for the ſecond and other Sons ſucceſſively in like Manner;

Charles Aſhton on the Body of the ſaid *Luna Kent* his intended Wife to be begotten ſhall happen to die unmarried before he attains his Age of twenty-one Years, then upon Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do from Time to Time, during the then Reſidue of the ſaid Term of ſix-hundred Years, and ſuch farther Terms and Eſtates therein as aforeſaid, permit and ſuffer the next of the ſame Sons in Age to every ſuch Son ſo dying unmarried, and under the Age of twenty-one Years, and the Aſſigns of every ſuch next Son, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for the Uſe and Benefit of ſuch next Son and his Aſſigns; ſo always that this laſt Proviſo ſhall not extend or be conſtrued to extend to prevent in taking any of the Elder of the ſaid Sons who ſhall live to attain his Age of twenty-one Years or be married. And in caſe there ſhall be no ſuch Son or Sons of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife begotten, or being ſuch, no one of them ſhall live to attain his Age of twenty-one Years or be married, then upon Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the firſt Son of the Body of the ſaid *Charles Aſhton* on the Body of any other Woman or Women whom he ſhall hereafter take to Wife to be begotten, and his Aſſigns, during the then Reſidue of the ſaid Term of ſix-hundred Years, and ſuch further Terms and Eſtates therein as aforeſaid, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit, ſubject nevertheleſs to the Proviſo next herein after-mentioned; that is to ſay, Provided always, that in caſe ſuch firſt Son ſhall happen to die unmarried before he attain his Age of twenty-one Years, then upon Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſecond, third, fourth, fifth, ſixth, ſeventh, and all and every other the Son and Sons of the Body of the ſaid *Charles Aſhton* on the Body of any ſuch other Woman or Women as he ſhall hereafter take to Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and the ſeveral and reſpective Aſſigns of ſuch Son and Sons, during the then Reſidue of the ſaid Term of ſix-hundred Years, and ſuch further Term and Eſtates therein as aforeſaid, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; the Elder of ſuch Sons and his Aſſigns always to be preferred and to take before the Younger of ſuch Sons and his Aſſigns: Subject always nevertheleſs to the Proviſo next herein after-mentioned; that is to ſay, Provided, that in caſe ſuch ſecond, third, fourth, fifth, ſixth, ſeventh, or any other the Son or Sons of the Body of the ſaid *Charles Aſhton*, on the Body of any ſuch other Woman or Women whom he ſhall hereafter take to Wife to be begotten, ſhall happen to die unmarried before he attains his Age of twenty-one Years, then upon Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do from Time to Time, during the then Reſidue of the ſaid Term of ſix-hundred Years, and ſuch further Term and Eſtates therein as aforeſaid, permit and ſuffer the next of the ſame Sons in Age to every ſuch Son ſo dying unmarried and under the Age of twenty-one Years, and the Aſſigns of every ſuch next Son, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for the Uſe and Benefit of ſuch next Son and his Aſſigns: So always that this laſt Proviſo ſhall not extend or be conſtrued to extend to prevent in taking any the Elder of the ſaid Sons, who ſhall live to attain his Age of twenty one Years or be married. And in caſe there ſhall be no ſuch Son or Sons, or being ſuch, no one of them ſhall live to attain his Age of twenty-one Years or be married, then upon Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Thomas Aſhton*, his Executors, Adminiſtrators and Aſſigns, during all the then Reſidue of the ſaid Term of ſix hundred Years, and ſuch farther Terms and Eſtates therein as aforeſaid, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit. And the ſaid *Aaron Aſhton* and *Bethia* his Wife for the better and more effectual ſtrengthning and confirming of the ſaid laſt mentioned Grant and Aſſignment, upon the Truſts and for the Purpoſes herein before mentioned and expreſſed of and concerning

The Elder to take before the Younger.

If no ſuch Son who attains twenty-one or marries, then the Sons of the intended Huſband by any other Wife to take in like Manner.

And if no ſuch Son attains his Age or marries, then for the ſecond Son of the Huſband's Father as to this whole Term.

Covenant by the Father, &c. to levy a Fine,

ing the ſame, do and each of them doth, for themſelves and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, grant and agree, to and with the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, that they the ſaid *Aaron Aſhton* and *Bethia* his Wife ſhall and will as of laſt *Hilary* Term, or before the End of *Eaſter* Term next enſuing the Date hereof, at the Coſts and Charges of the ſaid *Aaron Aſhton*, acknowledge and levy before her Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter* one or more Fine or Fines *ſur conceſſerunt*, with Proclamations, unto the ſaid *Francis Ford* and *Goorge Gee*, their Executors, Adminiſtrators and Aſſigns, of all the ſaid Leaſehold Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted and aſſigned; To hold the ſame unto the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of the Birth of our Lord Chriſt laſt paſt before the Date hereof, for and during the Term of ſix hundred Years from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefore Yearly and every Year, during the ſame Term, the Rent of one Pepper Corn, upon the Feaſt of St. *Michael* the Archangel, if the ſame ſhall be lawfully demanded. And whereas in and by one Indenture of Leaſe bearing Date the twenty-ſixth Day of *May* which was in the Year of our Lord 1663. and made or mentioned to be made between the Wardens and Society of the Myſtery or Art of the Brewers of the City of *London*, of the one Part, and *Valentine Aſhton* of the other Part, they the ſaid Wardens and Society of the Myſtery or Art aforeſaid, for the Conſiderations therein mentioned, did demiſe, leaſe and to farm let, unto the ſaid *Valentine Aſhton*, all thoſe their five Meſſuages or Tenements ſituate and being in the Pariſh of St. *Mary le bow*, *London*, in the Tenure of [*Here they are deſcribed by the Names of the Occupiers*, &c.] according to a former Leaſe made by the ſaid Wardens and Society of the Myſtery or Art aforeſaid unto the ſaid *Valentine Aſhton*; To hold to the ſaid *Valentine Aſhton*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of the Nativity of St. *John* the Baptiſt which ſhould be in the Year of our Lord 1706, for the Term of thirty-one Years, at and under the yearly Rent of 30*l.* payable Quarterly, as therein is mentioned. And whereas in and by one other Indenture of Leaſe bearing Date the twenty-ſixth Day of *April* which was in the Year of our Lord 1671, and made or mentioned to be made between the Mayor and Commonalty, and Citizens of the City of *London*, Governors of the Poſſeſſions, Revenues and Goods of the Hoſpitals of *Edward* late King of *England* the Sixth, of *Chriſt*'s, *Bridewell* and St. *Thomas* the Apoſtle of the one Part, and the ſaid *Valentine Aſhton* of the other Part, the ſaid Mayor, and Commonalty and Citizens, Governors aforeſaid, for the Conſiderations therein mentioned, did demiſe, grant, and to farm let, unto the ſaid *Valentine Aſhton*, all that their Piece or Parcel of Ground ſituate and being in the ſaid Pariſh of St. *Mary le bow*, *London*, formerly letten by them the ſaid Mayor, and Commonalty and Citizens, Governors aforeſaid, to *A. B.* Gent. together with all and every the Meſſuages or Tenements thereupon then erected and built, or then after upon the ſame to be erected and built, which ſaid laſt mentioned Premiſſes are more particularly deſcribed in a Plan or Deſcription thereof to the ſaid laſt recited Indenture annexed; To hold unto the ſaid *Valentine Aſhton*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of St. *Michael* the Archangel which was in the Year of our Lord 1669, for the Term of ſixty-nine Years, at and under the yearly Rent of 5*l.* payable Quarterly, as therein is mentioned. And whereas in and by one other Indenture of Leaſe bearing Date the twenty-ſixth Day of *October* which was in the Year of our Lord 1672, and made or mentioned to be made between the ſaid Mayor, and Commonalty and Citizens, Governors aforeſaid, of the one Part, and the ſaid *Valentine Aſhton* of the other Part, the ſaid Mayor, and Commonalty and Citizens, Governors aforeſaid, for the Conſiderations therein mentioned, did leaſe, and to farm let, unto the ſaid *Valentine Aſhton*, all thoſe their ſix Brick-Meſſuages or Tenements then new erected and built by him the ſaid *Valentine Aſhton*, ſituate and being in the Pariſh aforeſaid, then in the Tenure of the ſaid *Valentine Aſhton*, his Aſſigns or Under-Tenants, which ſaid Meſſuages or Tenements and Premiſſes laſt mentioned are alſo more particularly deſcribed in a Plan or Deſcription thereof to the ſaid laſt recited Indenture annexed; To hold unto the ſaid *Valentine Aſhton*, his Executors, Adminiſtra-

ſur conceſſerunt of the Leaſehold Premiſſes.

A Corporation Leaſe recited.

Another Corporation Leaſe recited.

Another Corporation Leaſe recited.

tors and Aſſigns, from the ſaid Feaſt-day of St. *Michael* the Archangel which was in the Year of our Lord 1671, for the Term of eighty-one Years, at and under the yearly Rent of 6*l.* payable Quarterly, as therein is mentioned. And whereas in and by one other Indenture of Leaſe bearing Date the twenty-ſeventh Day of *November* which was in the Year of our Lord 1673, and made or mentioned to be made between the ſaid Mayor and Commonalty and Citizens, Governors aforeſaid, of the one Part, and the ſaid *Valentine Aſhton* of the other Part, the ſaid Mayor and Commonalty and Citizens, Governors aforeſaid, for the Conſiderations therein mentioned did grant, and to farm let, unto the ſaid *Valentine Aſhton*, all that their Piece or Parcel of Ground and Soil ſituate, lying and being in the Pariſh aforeſaid, together with all and every the Meſſuages or Tenements thereupon then erected, and intended to be new erected and built, as the ſame then were in the Tenure of the ſaid *Valentine Aſhton*, his Aſſigns or Under-Tenants, which ſaid laſt mentioned Premiſſes or Tenements and Premiſſes are alſo more particularly deſcribed in a Plot or Deſcription thereof to the ſaid laſt recited Indenture annexed; To hold unto the ſaid *Valentine Aſhton*, his Executors, Adminiſtrators and Aſſigns, from the ſaid Feaſt-day of St. *Michael* the Archangel which was in the Year of our Lord 1672, for the Term of eighty Years, at and under the yearly Rent of 15*l.* payable Quarterly, as therein is mentioned. And whereas in and by one other Indenture of Leaſe bearing Date the eighteenth Day of *January* which was in the ſaid Year of our Lord 1672, and made or mentioned to be made between *William Wynne* of, *&c.* Eſq; and *Adam Wynne* Gent. eldeſt Son of the ſaid *William Wynne* by Dame *Dorothy* his then Wife of the one Part, and the ſaid *Valentine Aſhton* of the other Part, reciting as therein is recited, and for the Conſiderations therein mentioned, the ſaid *William Wynne* the Father and *Adam Wynne* the Son did demiſe, grant, and to farm let, unto the ſaid *Valentine Aſhton*, all thoſe ſeveral Tofts, Pieces and Parcels of Ground whereon then lately ſtood five Tenements or Houſes, with a Yard thereunto belonging, then late in the Occupation of *C. D.* his Aſſigns or Under-Tenants, which ſaid laſt-mentioned Premiſſes and Ground is ſituate, lying and being in the ſaid Pariſh of St. *Mary le Bow* in the Ward of *Cheap*, *London*, as the ſame is more particularly deſcribed, abutted and bounded in the ſaid laſt recited Indenture of Leaſe; To hold unto the ſaid *Valentine Aſhton*, his Executors, Adminiſtrators and Aſſigns, from the Feaſt of the Nativity of our Lord God then next enſuing for the Term of ſixty-one Years and a Half, at and under the yearly Rent of 12*l.* payable Quarterly as therein is mentioned, as by the ſaid five ſeveral recited Indentures of Leaſe, Relation being thereunto reſpectively had, it doth and may more fully and at large appear. And whereas all the ſaid Tofts, Pieces or Parcels of Ground, Meſſuages or Tenements, Hereditaments and Premiſſes, in and by the ſaid five ſeveral recited Indentures of Leaſe demiſed to the ſaid *Valentine Aſhton* as aforeſaid, and all Erections and Buildings thereupon or upon any Part thereof ſince erected and built, are ſince by good and ſufficient Meſne Aſſignments and Conveyances in the Law, or otherwiſe come to and veſted in the ſaid *Aaron Aſhton*, or ſome other Perſon or Perſons in Truſt for him, for all the Reſt and Reſidue yet to come and unexpired of the ſaid reſpective Terms therein: Now this Indenture farther witneſſeth, That in conſideration of the ſaid intended Marriage, and for other the conſiderations afore-mentioned, and alſo in conſideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the ſaid *Aaron Aſhton* in hand paid by the ſaid *Francis Ford* and *George Gee*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Aaron Aſhton* hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, ſell, aſſign and ſet over, unto the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, all the ſaid Tofts, Pieces or Parcels of Ground, Meſſuages or Tenements, Hereditaments and Premiſſes, in and by the ſaid five ſeveral recited Indentures of Leaſe, and every or any of them demiſed or leaſed, or mentioned or intended ſo to be, and all Meſſuages, Tenements, Erections and Buildings thereupon or upon any Part thereof ſince erected and built as aforeſaid, with their and every of their Appurtenances; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Meſſuages or Tenements, Erections, Buildings and Premiſſes laſt mentioned, and of every of them, and of every Part and Parcel thereof; and all the Eſtate, Right,

Another Corporation Leaſe recited.

Another Leaſe recited.

And that theſe five Leaſes for Years are veſted in the Huſband's Father.

The Father aſſigns them to the firſt Truſtees;

Title, Intereſt, Terms of Years yet to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Aaron Aſhton*, of, in, to or out of the ſaid Meſſuages or Tenements, Erections, Buildings, Hereditaments and Premiſſes laſt mentioned, or any of them, or any Part thereof;

Habendum, &c. To have and to hold the ſaid Tofts, Pieces or Parcels of Ground, Meſſuages or Tenements, Erections, Buildings, Hereditaments and Premiſſes laſt mentioned, unto the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue yet to come and unexpired of the ſaid ſeveral and reſpective Terms of Years therein afore-mentioned

(ſubject to Rents and Covenants) (ſubject to the Rents and Covenants in the ſaid recited Indentures of Leaſe reſpectively reſerved and contained): Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared, of and concerning the ſame;

In Truſt for himſelf until the Marriage. that is to ſay, In Truſt for the ſaid *Aaron Aſhton* and his Aſſigns, according to his Eſtate and Intereſt therein before the Enſealing and Delivery hereof, until the Solemnization of the ſaid intended Marriage.

Then as to Part, And from and after the Solemnization thereof, then as to, for and concerning the ſaid five Meſſuages or Tenements ſituate in the ſaid Pariſh of St. *Mary le Bow*, with their and every of their Appurtenances, in Truſt that they the ſaid *Francis Ford* and

for the intended Huſband for Life; *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Charles Aſhton* and his Aſſigns, during ſo much and ſo long Time of the Remainder of the ſaid Term of thirty-one Years therein as he ſhall live, to receive and take the clear Rents and Profits thereof, and of every Part thereof, to and for

Then for the eldeſt Son of this Marriage. his and their own Uſe and Benefit; and from and after his Deceaſe, then ſhall and do permit and ſuffer the eldeſt or only Son of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife to be begotten, which ſhall be living at the Time of the Deceaſe of the ſaid *Charles Aſhton*, or born after, and the Executors, Adminiſtrators and Aſſigns of ſuch eldeſt or only Son, during the then Reſidue of the ſaid Term of thirty-one Years, to receive and take the clear Rents and Profits thereof, and of every Part thereof, to and for his and their

If no Son or Daughter, own Uſe and Benefit. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe there ſhall be no Son or Sons, Daughter or Daughters of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife begotten living at the Time of his deceaſe, or born after, and the ſaid *Luna Kent* ſhall ſurvive and overlive the ſaid

then the intended Wife to take the Profits during Life, as Increaſe of Jointure; *Charles Aſhton*, then upon Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Luna Kent* and her Aſſigns, during ſo much and ſo long Time of the Remainder of the ſaid Term of thirty-one Years as ſhe ſhall live, to receive and take the clear Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, as and by way of Increaſe and Augmentation of her Jointure;

And after her Deceaſe, the Repreſentatives of the Huſband. and from and after her Deceaſe, then ſhall and do permit and ſuffer the Executors or Adminiſtrators of the ſaid *Charles Aſhton*, during the then Reſidue of the ſaid Term of thirty-one Years, to receive and take the clear Rents and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit. And as to,

As to other Part, for the Father for Life; for and concerning all the ſaid Meſſuages or Tenements and Premiſſes, ſituate and being in the Pariſh aforeſaid, in Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Aaron Aſhton*, for ſo much and ſo long Time of the ſaid reſpective Terms therein as he ſhall live, to receive and take the clear Rents and Profits thereof, and of every Part thereof, to and for his own Uſe and Benefit; and from

Then for the Huſband for Life; and after his Deceaſe, then ſhall and do permit and ſuffer the ſaid *Charles Aſhton*, for ſo much and ſo long Time of the ſaid reſpective Terms therein as he ſhall live, to receive and take the clear Rents and Profits thereof, and of every Part thereof,

Then for his eldeſt Son, for the whole Term. to and for his own Uſe and Benefit; and from and after his Deceaſe, then ſhall and do permit and ſuffer the eldeſt or only Son of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife to be begotten, which ſhall be living at the Time of the Deceaſe of the ſaid *Charles Aſhton*, or born after, and the Executors, Adminiſtrators and Aſſigns of ſuch eldeſt or only Son, during the then Reſidue of the ſaid reſpective Terms therein, to receive and take the clear Rents and Profits thereof, and of every Part thereof, to and for his and

their own Uſe and Benefit: But in caſe there ſhall no ſuch Son then living, or born after, then upon Truſt that they the ſaid *Francis Ford* and *George Gee*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the Executors or Adminiſtrators of the ſaid *Charles Aſhton*, during the then Reſidue of the ſaid reſpective Terms therein, to receive and take the clear Rents and Profits thereof, and of every Part thereof, to and for their own Uſe and Benefit. And whereas in and by one Indenture tripartite, bearing Date the twenty-third Day of *June* which was in the Year of our Lord 1702, and made or mentioned to be made between *Ephraim Edmonds* Clerk, Prebendary of the Cathedral Church of *Lincoln*, of the firſt Part, *Francis Farr*, of *&c.* Eſq; of the ſecond Part, and *Gregory Grant* of, *&c.* Upholder, of the third Part, and executed by Livery and Seiſin, the ſaid *Ephraim Edmonds*, for the Conſiderations therein mentioned, did demiſe, grant, and to farm let, unto the ſaid *Francis Farr*, all that his Manor of *Hilton* with the Appurtenances in the County of *Kent*, with all Houſes and Buildings unto the ſame Manor belonging, with all and ſingular Demeſne Land and Lands, Meadows, Leaſowes, Paſtures, Feedings, Rents, Reverſions, Wards, Marriages, Reliefs, Eſcheats, Fines, Heriots, Perquiſites of Courts, Felons Goods, Rents as well of Freehold as of Cuſtomary Tenants, Warrens, Waters, Fiſhings, and all other Commodities and Advantages, whatſoever they be, unto the ſaid Manor appertaining, or in any wiſe belonging; To hold the ſaid laſt mentioned Manor, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Francis Farr*, his Heirs and Aſſigns, for and during the Lives therein mentioned, and the longeſt Liver of them, at the yearly Rent of 12*l.* of lawful Money of *Great Britain*, payable as therein is mentioned, as by the ſaid laſt recited Indenture of Leaſe, relation being thereunto had, may more fully appear. And whereas the ſaid Manor of *Hilton*, and other the ſaid laſt mentioned Premiſſes, are ſince by good and ſufficient Conveyances and Aſſurances in the Law come to and veſted in the ſaid *Aaron Aſhton*, for and during the ſaid Eſtate and Term therein: Now this Indenture further witneſſeth, That in conſideration of the ſaid intended Marriage, and for other the Conſiderations afore-mentioned, and alſo in conſideration of the further Sum of 12*s.* of lawful Money of *Great Britain*, to the ſaid *Aaron Aſhton* in hand paid by the ſaid *Francis Ford* and *George Gee*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Aaron Aſhton* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents, doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Francis Ford* and *George Gee*, their Heirs and Aſſigns, all and ſingular the laſt mentioned Manor, Houſes, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Rights, Members and Appurtenances (All which ſaid laſt mentioned Manor, Houſes, Lands, Tenements, Hereditaments and Premiſſes are now in the actual Poſſeſſion of the ſaid *Francis Ford* and *George Gee*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Aaron Aſhton*, for the Term of one whole Year, commencing from the Feaſt of the Nativity of St. *John* the Baptiſt laſt paſt before the Date hereof, in conſideration of 5*s.* to him paid by the ſaid *Francis Ford* and *George Gee*, in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and made or mentioned to be made between the ſaid *Aaron Aſhton* of the one Part, and the ſaid *Francis Ford* and *George Gee* of the other Part, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid laſt mentioned Manor, Houſes, Lands, Tenements, Hereditaments and Premiſſes, and of every of them, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Aaron Aſhton*, of, in, to or out of the ſame Manor, Houſes, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid laſt mentioned Manor, Houſes, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *Francis Ford* and *George Gee*, their Heirs and Aſſigns, to the Uſe of them the ſaid *Francis Ford* and *George Gee*, and of their Heirs and Aſſigns, during the Lives therein, and the Life of the longeſt Liver of them: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared, of and concerning the

If no ſuch Son, for the Repreſentatives of the Huſband.

Recital of a Church Leaſe,

for three Lives;

And that the ſame is veſted in the Huſband's Father.

He grants, *&c.* the ſame to the firſt Truſtees, by Leaſe and Releaſe (this Clauſe being the Releaſe);

Habendum

In Truſt for the Huſband's Father and his Heirs till the Marriage; Then in Truſt for him, during his Life; Then in Truſt for his Wife for Life, as Increaſe of Jointure; Then in Truſt for the Huſband for Life; Remainder in Truſt for the firſt and other Sons of the Marriage ſucceſſively and reſpectiveiy in Tail Male;

the ſame; that is to ſay, In Truſt for the ſaid *Aaron Aſhton* and his Heirs, until the ſaid intended Marriage ſhall be had and ſolemnized; And from and after the Solemnization thereof, then in Truſt for the ſaid *Aaron Aſhton* and his Aſſigns, for and during the Term of his natural Life; And from and after his Deceaſe, then in Truſt for the ſaid *Bethia* his Wife, for and during the Term of her natural Life, as and by way of Increaſe and Augmentation for her Jointure; And from and after the ſeveral Deceaſes of the ſaid *Aaron Aſhton* and *Bethia* his Wife, then in Truſt for the ſaid *Charles Aſhton* and his Aſſigns, for and during the Term of his natural Life; And from and after his Deceaſe, then in Truſt for the firſt Son of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then in Truſt for the ſecond, third, fourth, fifth, ſixth, and all and every other the Son and Sons of the Body of the ſaid *Charles Aſhton* on the Body of the ſaid *Luna Kent* his intended Wife to be begotten, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and to take before the younger of ſuch Son and Sons, and the Heirs Male of his and

Remainder in Truſt for the firſt and other Sons of the Huſband by any other Wife ſucceſſively, &c. in Tail Male;

their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then in Truſt for the firſt Son of the Body of the ſaid *Charles Aſhton* on the Body of any other Woman or Women whom he ſhall hereafter take to Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then in Truſt for the ſecond, third, fourth, fifth, ſixth, and all and every other the Son and Sons of the Body of the ſaid *Charles Aſhton* on the Body of any ſuch other Woman or Women as he ſhall hereafter take to Wife lawfully to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the elder of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing being always to be preferred, and to take before the younger of ſuch Son and Sons and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then in Truſt for the ſaid *Thomas Aſhton* and the Heirs Male of his Body lawfully iſſuing; And for Default of ſuch Iſſue, then in Truſt for the right Heirs of the ſaid *Aaron Aſhton* for ever. And the ſaid *Aaron Aſhton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Francis Ford* and *George Gee*, their Heirs and Aſſigns, that in caſe the ſaid Marriage ſhall take effect, he the ſaid *Aaron Aſhton*, his Heirs, Executors or Adminiſtrators ſhall and will, at his and their own proper Coſts and Charges, from Time to Time during the Lives of the ſaid *Aaron Aſhton* and *Bethia* his Wife, and the Life of the longer Liver of them, as often as any of the Perſons for whoſe reſpective Lives the ſaid laſt mentioned Manor or Premiſſes are or ſhall be held ſhall happen to die, cauſe and procure, or do his and their utmoſt Endeavour to procure new Leaſes to be made of the ſaid laſt mentioned Premiſſes, upon the Truſts aforeſaid, ſo as that at the Time of the Death of the Survivor of them there ſhall be three Lives in the Leaſe then in Being; and ſhall and will from Time to Time bear and pay all Fines, and other incident Charges, of and for ſuch Renewals. And the ſaid *Charles Aſhton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *Francis Ford* and *George Gee*, their Heirs and Aſſigns, that in caſe the ſaid Marriage ſhall take effect, he the ſaid *Charles Aſhton*, his Heirs, Executors or Adminiſtrators, ſhall and will, at his and their own proper Coſts and Charges, from and after he ſhall come into Poſſeſſion of the ſaid laſt mentioned Premiſſes, from Time to Time during his natural Life, as often as any of the Perſons for whoſe reſpective Lives the ſaid laſt mentioned Manor and Premiſſes are or ſhall be held ſhall happen to die, cauſe and procure, or do his or their utmoſt Endeavour to procure new Leaſes to be made of the ſaid laſt mentioned Premiſſes, upon the Truſts aforeſaid, ſo as at the Time of his Death there ſhall be three Lives in the Leaſe then in Being; and ſhall and will from Time to Time bear and pay all Fines, and other incident Charges, of and

Remainder in Truſt for the ſecond Son of the Huſband's Father in Tail Male;

Remainder in Truſt for the right Heirs of the Father.

The Father covenants for himſelf and his Wife to procure Renewals during their Lives, at their own Charges, &c.

The Huſband covenants to the like Effect.

for ſuch Renewals. And it is hereby declared and agreed by and between all the ſaid Parties to the ſaid Preſents, that the ſaid *Francis Ford* and *George Gee*, their Heirs or Aſſigns, ſhall from Time to Time, as often as they ſhall be requeſted ſo to do, ſurrender, or cauſe to be ſurrendered, the Leaſe then in being of and in the ſaid laſt mentioned Premiſſes, in order that the ſame may be from Time to Time renewed as aforeſaid; All which new Leaſes hereafter to be taken of the ſaid laſt mentioned Premiſſes, or any Part thereof, ſhall from Time to Time remain, continue, and be ſubject or liable to the like Truſts as are herein before declared of and concerning the ſame Premiſſes hereby or mentioned to be hereby granted and releaſed. And this Indenture farther witneſſeth, That in conſideration of the ſaid intended Marriage, and for other the Conſiderations afore-mentioned, he the ſaid *Aaron Aſhton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Francis Ford* and *George Gee*, their Heirs, Executors and Adminiſtrators, that he the ſaid *Aaron Aſhton* ſhall and will forthwith, or ſo ſoon as conveniently may be after the Solemnization of the ſaid intended Marriage, by Surrender, Common Recovery or Recoveries, or other lawful Ways and Means, convey, ſettle and aſſure all and every his Cuſtomary or Copyhold Meſſuages, Lands, Tenements and Hereditaments, ſituate, lying or being in the ſaid ſeveral Counties of *Nottingham*, *Oxford* and *Pembroke*, or any of them, to ſuch Uſes, Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; that is to ſay, As to, for and concerning all his Copyhold or Cuſtomary Meſſuages, Lands, Tenements and Hereditaments in the ſaid County of *Nottingham*, to the Uſe of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Manner and Form as the ſaid Manor of *Munden*, and other the ſaid Freehold Meſſuages, Lands, Tenements and Hereditaments in the ſaid County of *Nottingham* are herein before limited or appointed (except the ſaid Eſtate limited for ſupporting contingent Remainders, and the ſaid two ſeveral Terms of three hundred Years and five hundred Years thereof, limited as aforeſaid). And as to, for and concerning all his Copyhold or Cuſtomary Meſſuages, Lands, Tenements and Hereditaments in the ſaid ſeveral Counties of *Oxford* and *Pembroke*, or either of them, to the Uſe of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Manner and Form as the ſaid lower Part of the Manor of, *&c.* and other the Freehold Meſſuages, Lands, Tenements and Hereditaments, *&c.* aforeſaid, are herein before limited or appointed (except the ſaid Eſtates limited for ſupporting contingent Remainders, and the ſaid two ſeveral Terms of three hundred Years and five hundred Years thereof, limited as aforeſaid). Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid *Charles Aſhton* ſhall at any Time or Times hereafter during his Life, with the Conſent and Approbation of the ſaid *John Kent*, *Francis Ford*, *George Gee*, *Henry Hart* and *James Jenks*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, teſtified under their Hands and Seals, or the Hands and Seals of the Survivor of them, borrow and take up any Sum or Sums of Money, not exceeding in the whole the Sum of 1200*l.* Then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *Charles Aſhton*, by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, to charge the aforeſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, with the Payment of ſuch Sum and Sums of Money (not exceeding in the whole the Sum of 1200*l.* as he ſhall ſo borrow and take up with ſuch Conſent and Approbation as aforeſaid, together with lawful Intereſt for the ſame, until Payment thereof; without Prejudice nevertheleſs to the ſeveral Eſtates and Intereſts of the ſaid *Luna Kent*, *Aaron Aſhton*, and *Bethia* his Wife, or any of them, during their reſpective Lives, of and in the Premiſſes or ſuch Part thereof as ſhall be ſo charged, any thing in theſe Preſents to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Aaron Aſhton* and *Bethia* his Wife, *Charles Aſhton* and *Luna Kent* his intended Wife, as and when they ſhall reſpectively come into and be in Poſſeſſion of the Premiſſes, or any Part thereof, by Virtue of the Limitations afore-mentioned, from

The Truſtees are to ſurrender for that Purpoſe.

The new Leaſes to be liable to the like Truſts.

The Father covenants to ſurrender certain Copyholds.

As to Part, to ſuch Uſes as a particular Part of the above Manors, *&c.* are ſettled,

except the two Terms for Years.

As to other Part, to ſuch Uſes as another of the above Manors, *&c.* are ſettled,

except the Eſtates to ſupport contingent Remainders, and the two Terms for Years.

Power to the Huſband with Conſent, *&c.*)

to charge the Premiſſes with a Sum of Money,

without Prejudice to the Intereſts of his Father, Mother, or Wife.

Power of Leaſing given to the Perſons in Poſſeſſion for the Time being, according to Uſage,

Time to Time during their reſpective Lives, to make ſuch Leaſes thereof as are herein after mentioned; that is to ſay, of ſuch Part or Parts thereof as have been uſually letten at a Rack or improved Rent, to leaſe the ſame or any Part thereof to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years, in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income for or in reſpect of ſuch Leaſe or Leaſes; and of ſuch Part or Parts thereof as have been uſually let for Lives or Years determinable upon Lives, to leaſe the ſame or any Part thereof to any Perſon or Perſons, for one, two or three Life or Lives, or any Number of Years determinable upon the Deaths of one, two or three Perſon or Perſons then in Being, ſo as the ancient and accuſtomed yearly Rents and Services or more be thereupon reſerved during the Continuance of ſuch Leaſes, and ſo as none of the aforeſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every of the ſaid Leaſes there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee and Leſſees to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe or Leaſes, any Thing herein contained to the contrary in any wiſe notwithſtanding. And the ſaid *Aaron Aſhton* and *Charles Aſhton* do, and each of them doth, for themſelves and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Francis Ford* and *George Gee*, their Executors and Adminiſtrators, in manner following; that is to ſay, That all and every the aforeſaid Freehold, Copyhold and Leaſehold Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted, releaſed, aſſigned, and covenanted to be ſurrendered reſpectively as aforeſaid, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be, to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes and Agreements in and by theſe Preſents mentioned, expreſſed and declared, of and concerning the ſame reſpectively as aforeſaid; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by the ſaid *Aaron Aſhton* and *Bethia* his Wife, and *Charles Aſhton*, or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them or any of them, or from, by or under their or any of their Anceſtors; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *Aaron Aſhton* and *Charles Aſhton*, or one of them, their or one of their Heirs, Executors and Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Right and Title of Dower, Uſes, Truſts, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, and of and from all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, done, or committed or ſuffered, or to be had, made, done, or committed or ſuffered by the ſaid *Aaron Aſhton* and *Bethia* his Wife, and *Charles Aſhton*, or any of them, their or any of their Anceſtors, or by their or any of their Heirs and Aſſigns, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under them or any of them, or from, by or under their or any of their Act, Means, Aſſent, Conſent or Procurement (other than and except the Rents and Services from henceforth to grow due to the Chief Lord or Lords of the Fee or Fees of the Premiſſes, for or in reſpect of his or their Seigniority or Seigniorities; and except the Rents and Covenants in the ſaid ſeveral recited Indentures of Leaſe reſerved and contained; and alſo except ſuch Leaſes of the Premiſſes, or any Part thereof, whereupon the improved or ancient and accuſtomed yearly Rent is reſerved and made payable. And that they the ſaid *Aaron Aſhton* and *Bethia* his Wife, and

with uſual Reſtrictions.

The Father and Son covenant for quiet Enjoyment,

free from Incumbrances.

except the Rents and Services,

and Leaſes;

and *Charles Aſhton*, and every of them, their and every of their Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, either in Law or Equity, of, in, to or out of the aforeſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them or any of them, ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *Francis Ford* and *George Gee*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, but at the proper Coſts and Charges in the Law of the ſaid *Aaron Aſhton* and *Charles Aſhton*, or one of them, their or one of their Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Device and Devices, Conveyances and Aſſurances in the Law whatſoever, be it by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, for the farther, better and more perfect and abſolute Granting and Conveying of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby granted, releaſed, aſſigned, and covenanted to be ſurrendered reſpectively as aforeſaid, with their and every of their Appurtenances, unto and for ſuch Uſes, Intents and Puapoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively as aforeſaid, as by the ſaid *Francis Ford* and *George Gee*, or the Survivor of them, or the Executors and Adminiſtrators of ſuch Survivor, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenant than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; ſo as the Party or Parties who ſhall be requeſted to make ſuch farther Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from their then reſpective Dwellings or Places of Abode. In Witneſs, *&c.*

And to make farther Aſſurances.

A Settlement by a Widower, on his Marriage with a ſecond Wife. Pin-Money and a Jointure provided, and Terms in Truſtees for the better Payment of each. Uſual Limitations to firſt and other Sons in Tail Male, Remainder to Brothers of the Huſband, &c. *Terms to raiſe Portions for younger Children; and for Daughters, if no Son. Power of Revocation as to the collateral Remainders; and other Matters, as in the Margin.* Nº 3.

THIS Indenture quinquepartite, made the firſt Day of *Auguſt Anno Domini* 1723. and in the ninth Year of the Reign of our Sovereign Lord *George*, &c. between *Andrew Aſhton*, of, *&c.* Eſq; of the firſt Part, *Barnard Boot* of, *&c.* Eſq; and *Charles Cow* of, *&c.* Eſq; of the ſecond Part, *Daniel Dukes* of, *&c.* Eſq; and *Edmund Elwell* of *&c.* Eſq; of the third Part, *Frederick Fall* of, *&c.* Eſq; and *Gilbert Glynne* of, *&c.* Eſq; of the fourth Part, and *Helena Boot* of, *&c.* Widow, and Relict of *Barnard Boot* late of, *&c.* Eſq; deceaſed, and *Joan Boot*, eldeſt Daughter of the ſaid *Barnard Boot* deceaſed, and of the ſaid *Helena Boot*, of the fifth Part. Whereas a Marriage is intended, by the Permiſſion of God, to be ſhortly had and ſolemnized between the ſaid *Andrew Aſhton* and the ſaid *Joan Boot*: Now this Indenture witneſſeth, That for and in conſideration of the ſaid intended Marriage, and of the Sum of 30000*l.* of lawful Money of *Great Britain*, to the ſaid *Andrew Aſhton* in hand paid by the ſaid *Helena Boot*, at or before the Enſealing and Delivery of theſe Preſents, n full for the Marri ge Portion of the ſaid *Joan Boot*, and of all Portion or Portions, and other Proviſion and Maintenance, Legacies and Bequeſts, Sum and Sums of Money whatſoever, which at any Time or Times heretofore have or hath been provided, appointed or agreed to be raiſed for or for the Benefit of her the ſaid *Joan Boot*, by any Deed, Settlement or Will or otherwiſe howſoever, the Receipt and Payment of which ſaid Sum of 30000*l.* he the

The intended Marriage recited, The Conſideration, the Marriage, and Portion;

ſaid *Andrew Aſhton* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *Helena Boot*, her Heirs, Executors and Adminiſtrators, and every of them for ever by theſe Preſents, and for providing a Jointure of 3000 *l. per Annum* by way of Rent-Charge for the ſaid *Joan Boot* for her Life, in ſuch Manner as is herein after-mentioned, in caſe ſhe ſhall, after the ſaid intended Marriage had, ſurvive and overlive the ſaid *Andrew Aſhton* her intended Huſband; and for ſettling and aſſuring the Manors, Rectories, Advowſons, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, unto ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Powers, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; and for and in conſideration of the Sum of 10*s.* of like Money, to the ſaid *Andrew Aſhton*, in hand paid by the ſaid *Barnard Boot* and *Charles Cow*, at or before the Enſealing and Delivery of theſe Preſents (the Receipt whereof is hereby acknowledged) he the ſaid *Andrew Aſhton* hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Barnard Boot* and *Charles Cow*, their Heirs and Aſſigns, all thoſe the Manors or Lordſhips of *Killam*, *Longham* and *Marham*, with the Rights, Members and Appurtenances thereof, or to them, every or any of them belonging or in any wiſe appertaining, in the County of *Norfolk*; and all that the Advowſon of the Pariſh Church of *Longham* in the ſaid County of *Norfolk*; and all that the Manor or Lordſhip of *Overton*, with the Rights, Members and Appurtenances to the ſame belonging or in any wiſe appertaining, in the ſaid County of *Norfolk*; and all Meſſuages, Cottages, Mills, Lands, Tenements and Hereditaments whatſoever to the ſaid Manors or any of them belonging or appertaining, or accepted, reputed or taken as Part, Parcel or Member of them or any of them, with their and every of their Appurtenances; and all other the Manors, Meſſuages, Cottages, Mills, Houſes, Farms, Lands, Tenements, Tithes and Hereditaments of him the ſaid *Andrew Aſhton*, or whereof or wherein he, or any Perſon or Perſons in Truſt for him, is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying, being, coming, growing, ariſing, happening or renewing within the Towns, Townſhips, Hamlets, Pariſhes, Fields, Precincts or Territories of *Killam*, *Longham*, *Padbury*; *Quare*, *Racton* and *Samford*, every or any of them in the ſaid County of *Norfolk*, and all thoſe the Manors or Lordſhips of *Tanfield* and *Uſton*, and every Part and Parcel of them, and either of them, with their and every of their Rights, Royalties, Members and Appurtenances, ſituate, lying and being in the Pariſh of *Tanfield* in the ſaid County of *Norfolk*; and all that the Advowſon of the Vicarage of the Church of *Tanfield* in the ſame County; and all other the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever of the ſaid *Andrew Aſhton*, or whereof or wherein he or any Perſon or Perſons in Truſt for him is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying and being in *Tanfield* aforeſaid, or elſewhere in the ſaid County of *Norfolk* (other than and except out of theſe Preſents, and the Grant and Conveyances hereby made, all thoſe four Meſſuages, Tenements or Farms, with their Appurtenances, now or late or ſome Time in the ſeveral Tenures or Occupations of *Walter Wells*, *Zouch Zell*, *Abel Abbot* and *Bruen Belt*, or ſome of them, their or ſome of their Under-Tenants or Aſſigns, being Part or Parcel, or reputed to be Part or Parcel of the ſaid Manor of *Uſton* in the ſaid Pariſh of *Tanfield*); and alſo all that the Manor of *Bourn*, &c. [*Here follow more Parcels, and their Counties*, &c.] and alſo that Capital Meſſuage or Manſion-Houſe called *Cleydon*, with the Appurtenances, ſituate and being in *Cleydon*, *Dundry* and *Ebney*, or ſome or one of them in the Counties of *Cardigan* and *Devon*, or one of them; and all thoſe the Manors or Lordſhips of *Cleydon*, *Fernill cum Grove*, *Fernill* and *Grove*, and *Fernill Parva*; and all that Park called *Cleydon* Park, and all that other Park there called *Harham* Park, and all other the Meſſuages, Cottages, Mills, Lands, Tenements, Meadows, Paſtures, Woods, Wood-Grounds, Rents and Hereditaments of the ſaid *Andrew Aſhton*, ſituate, lying or being in *Cleydon*, *Fernill Parva*, *Grove*, *Fernill Magna*, *Ebney*, *Iſield*, *Dundry*, *Kawton*, *Leam*, *Myxon*, *Newbold* and *Olton*, or in any of them, or elſewhere in the ſaid Counties

and for providing a Jointure;

and for ſettling the Manors, &c.

The Grant and Releaſe.

The Parcels,

with Exception.

of *Cardigan* and *Devon*, or either of them, to the ſaid Capital Meſſuage called *Cleydon*, or to the ſaid laſt mentioned Manors and Parks, or any of them belonging or in any wiſe appertaining, or therewith held or enjoyed, or reputed or taken to be Part, Parcel or Member of them, or any of them; and alſo all that the Manor or Lordſhip of *Leam*, with the Rights, Members and Appurtenances thereof, in the ſaid County of *Cardigan*, and all thoſe Farms of *Padborn* within the ſaid Lordſhip of *Leam* [*Here more Parcels*] and all that Water-Mill and Meſſuage thereunto belonging, commonly called or known by the Name of *Quenby* Mill, with the Appurtenances, ſituate and being in the Pariſh of *Iſield* in the ſaid County of *Devon* [*Here follow more Parcels*]; and alſo all that the Hundred of *Ramſey* in the County of *Suffolk*, and all thoſe the Manors or Lordſhips of *Thorpe* and *Tatton* in the ſaid County of *Suffolk*, with the Rights, Members and Appurtenances thereof, or to them or either of them belonging or in any wiſe appertaining; and all other the Manors, Meſſuages, Lands, Tenements and Hereditaments of him the ſaid *Andrew Aſhton*, ſituate, lying or being in *Thorpe*, *Tatton* and *Uſworth*, or any of them, or elſewhere in the ſaid County of *Suffolk*; and all and ſingular other the Manors, Meſſuages, Cottages, Mills, Houſes, Lands, Tenements, Meadows, Paſtures, Woods, Wood-Grounds, Rectories, Tithes and Hereditaments whatſoever of him the ſaid *Andrew Aſhton*, or whereof or wherein he or any Perſon or Perſons in Truſt for him have or hath any Eſtate of Freehold or Inheritance, in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being, ariſing, happening, renewing or increaſing, within the ſaid ſeveral Towns, Pariſhes, Hamlets, Fields, Precincts or Territories of *Cleydon*, *Fernill Parva*, *Grove*, *Fernill Magna*, *Ebney*, *Iſield*, *Dundrey*, *Leam*, *Newbold* and *Olton*, and in every or any of them in the ſaid Counties of *Cardigan* and *Devon*, or either of them, or of *Thorpe*, *Tatton* and *Uſworth*, or elſewhere in the ſaid Hundred of *Ramſey* in the ſaid County of *Suffolk*, or of *Weſtbury* in the County of *York*, or elſewhere in the ſaid Counties of *Devon*, *Cardigan*, *Suffolk* and *York*, or any of them, with their and every of their Rights, Royalties, Members and Appurtenances (other than and except the Manor of *Anley* with the Appurtenances, and all other the Lands and Hereditaments of the ſaid *Andrew Aſhton* in the Pariſh of *Anley* in the County of *Devon*, and alſo except the Rectory of *Myxon* with the Appurtenances in the ſaid County of *Cardigan*): All which ſaid Manors, Rectories, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *Barnard Boot* and *Charles Cow*, by Virtue of a Bargain and Sale to them thereof made by the ſaid *Andrew Aſhton* for the Term of one whole Year, commencing from the Feaſt-day of the Annunciation of the bleſſed Virgin *Mary* laſt paſt before the Date hereof, in conſideration of 5*s.* to him paid by the ſaid *Barnard Boot* and *Charles Cow*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and made or mentioned to be made between the ſaid *Andrew Aſhton* of the one Part, and the ſaid *Barnard Boot* and *Charles Cow* of the other Part (and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Andrew Aſhton*, of, in, to or out of the ſaid Manors, Rectories, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, mentioned or intended to be hereby granted and releaſed, or any of them, or any Part or Parcel thereof (except before excepted); To have and to hold the ſaid Manors, Rectories, Advowſons, Meſſuages, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes mentioned or intended to be hereby granted and releaſed (except before excepted) with their and every of their Appurtenances, unto the ſaid *Barnard Boot* and *Charles Cow*, their Heirs and Aſſigns, to the Uſe and Behoof of the ſaid *Andrew Aſhton* and his Heirs, until the Solemnization of the ſaid intended Marriage; And from and after the Solemnization of the ſaid intended Marriage, then to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements, as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively; that is to ſay,

Exception of a Manor, &c.

General Words.

Habendum

to the Uſe of the Huſband in Fee until the Marriage.

Then, as to Part,

As to, for and concerning all that the ſaid Hundred of *Ramſey* in the ſaid County of *Suffolk*, and all thoſe the ſaid Manors and Lordſhips of *Thorpe* and *Tatton* in the ſame County, with their Appurtenances, and all other the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes of him the ſaid *Andrew Aſhton*, in *Thorpe*, *Tatton* and *Uſworth*, and every or any of them, or elſewhere in the ſaid

to Truſtees for a Term, determinable on the Death of Huſband or Wife,

County of *Suffolk*, with their Appurtenances, to the Uſe of the ſaid *Daniel Dukes* and *Edmund Elwell*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing, and fully to be compleat and ended, if they the ſaid *Andrew Aſhton* and *Joan Boot* his intended Wife ſhall both of them jointly ſo long live, upon this ſpecial Truſt and Confidence, and to the Intent and Purpoſe

to raiſe a yearly Sum for the ſeparate Uſe of the Wife.

that they the ſaid *Daniel Dukes* and *Edmund Elwell*, and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall and do Yearly and every Year during the ſame Term, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Lands and Premiſſes ſo to them limited for ninety-nine Years, determinable as aforeſaid, pay or cauſe to be paid, by four equal Quarterly Payments, on the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſt of St. *Michael* the Archangel, the Birth of our Lord *Chriſt*, the Annunciation of the bleſſed Virgin *Mary*, and the Nativity of St. *John* the Baptiſt, by even and equal Portions, the yearly Sum of 600*l.* of lawful Money of *Great Britain*, clear of all Taxes and Deductions whatſoever, unto the proper Hands of her the ſaid *Joan Boot*, or to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes as ſhe by any Note or Writing under her Hand ſhall from Time to Time, notwithſtanding her Coverture, direct or appoint, for her own ſole and ſeparate

Her Receipt to be ſufficient.

Uſe and Benefit; whoſe Receipt under her Hand ſhall from Time to Time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much of the ſaid Sum of 600*l.* for which ſuch Receipt ſhall be given; the firſt Payment thereof to begin and be made on ſuch of the ſaid Feaſts or Days of Payment which ſhall firſt and next happen after the Solemnization of the ſaid intended Marriage. And upon this further Truſt,

And upon Truſt to permit the Huſband to take the Reſidue of the Rents, &c.

that they the ſaid *Daniel Dukes* and *Edmund Elwell*, and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall and do permit and ſuffer the ſaid *Andrew Aſhton*, during the Continuance of the ſaid Term of ninety-nine Years, determinable as aforeſaid, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſaid laſt mentioned Manors and Premiſſes (over and above the ſaid yearly Sum of 600*l.*) to and for his own

Then as to that Part, and all the reſt.

Uſe and Benefit. And from and after the End, Expiration, or other ſooner Determination of the ſame Term, then as to, for and concerning the ſaid Manors, Lands and Premiſſes therein comprized, and as to, for and concerning all other the ſaid Manors, Rectories, Advowſons, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, herein before mentioned or intended to be hereby granted and releaſed, with their Appurtenances, from and immediately after the Solemni-

to the Uſe of the Huſband for Life, *ſans* Waſte;

zation of the ſaid intended Marriage, to the Uſe and Behoof of the ſaid *Andrew Aſhton* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; And from and after the Determination

Then to Truſtees, to preſerve, &c.

of that Eſtate, then to the Uſe of the ſaid *Barnard Boot* and *Charles Cow*, and their Heirs during the Life of the ſaid *Andrew Aſhton*, upon Truſt to ſupport and preſerve contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Andrew Aſhton* and his Aſſigns, during his Life to receive and take the Rents and Profits thereof, and of

Then, as to Part,

every Part thereof, to and for his and their own Uſe and Benefit; And from and after his Deceaſe, then as to, for and concerning all thoſe the ſaid Manors or Lordſhips of *Killam*, *Longham*, *Marham* and *Overton*, and all other the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances,

(with Exception of two Manors in one of the Counties)

in the ſaid County of *Norfolk* (except the ſaid Manors or Lordſhips of *Tanfield* and *Uſton*, and other the ſaid Hereditaments and Premiſſes with their Appurtenances in the Pariſh of *Tanfield* aforeſaid) and alſo as to, for and concerning the ſaid Manor of *Bourn*, and all other the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, in the ſaid County of *Carmar-*

then,

then, to the Uſe, Intent and Purpoſe, that immediately from and after the Deceaſe of the ſaid *Andrew Aſhton* (in caſe the ſaid *Joan Boot* ſhall happen to ſurvive him) ſhe the ſaid *Joan Boot* and her Aſſigns ſhall and may Yearly and every Year, during the Term of her natural Life, have, receive and take, by and out of all the ſaid laſt mentioned Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of *Norfolk* and *Carmarthen* (except before excepted) one Annuity, yearly Rent or Sum of 3000*l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe; the ſame Annuity to be in full for her Jointure, and in Lieu, Bar and Satisfaction of and for her Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all and every or any the Manors, Meſſuages, Lands, Tenements or Hereditaments whereof the ſaid *Andrew Aſhton* her intended Huſband ſhall be ſeiſed during the Coverture between them, and to be paid and payable to her the ſaid *Joan Boot* and her Aſſigns at or in the common Dining Room of *Lincoln's Inn* in the County of *Middleſex*, at the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Portions; the firſt Payment thereof to begin and be made on ſuch of the ſame Feaſts or Days of Payment as ſhall next happen after the Deceaſe of the ſaid *Andrew Aſhton*. And to this farther Uſe, Intent and Purpoſe, That if it ſhall happen that the ſaid Annuity, yearly Rent or Sum of 3000*l.* or any Part thereof, ſhall be behind or unpaid by the Space of thirty Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Joan Boot* and her Aſſigns, into and upon all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, out of which the ſaid Annuity, yearly Rent or Sum of 3000*l.* is to be iſſuing as aforeſaid, or into and upon any Part or Parts thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to ſell or diſpoſe thereof according to due Courſe of Law, until ſhe or they ſhall be fully ſatisfied and paid the ſaid Annuity, yearly Rent or Sum of 3000*l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times in that Behalf afore-mentioned. Provided always, That in caſe the ſaid Annuity, yearly Rent or Sum of 3000*l.* or any Part thereof, ſhall happen to be behind or unpaid by the Space of forty Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *Joan Boot* and her Aſſigns, into and upon the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, out of which the ſaid Annuity, yearly Rent or Sum of 3000*l.* is to be iſſuing as aforeſaid, or into and upon any Part or Parts thereof, in the Name of the whole to enter, and the ſame to have, hold and enjoy, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall be thereby or therewith or otherwiſe fully ſatisfied and paid the ſaid Annuity, or yearly Rent or Sum of 3000*l.* and all Arrears thereof; and alſo ſo much thereof as ſhall incur and grow due during ſuch Time as ſhe ſhall continue in Poſſeſſion of the ſame Premiſſes, after ſuch Entries as aforeſaid, together with ſuch Loſs, Coſts, Charges, Damages and Expences as ſhall be occaſioned by Non-payment thereof, at the Days and Times herein before for that Purpoſe appointed. And as to, for and concerning the ſaid laſt mentioned Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes (ſo charged and chargeable with the ſaid Annuity, yearly Rent or Sum of 3000*l.* and ſuch Remedies for the ſame as aforeſaid) and alſo as to, for and concerning the ſaid Hundred of *Ramſey* in the ſaid County of *Suffolk*, and the ſaid Manors or Lordſhips of *Thorpe* and *Tatton*, and other the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, in the ſaid County of *Suffolk*, from and immediately after the Deceaſe of the ſaid *Andrew Aſhton*, to the Uſe of the ſaid *Daniel Dukes* and *Edmund Elwell*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of two hundred Years

that the Wife may receive an Annuity,

free from all Taxes, for her Jointure, in bar of Dower.

And on Non-payment within certain Days, that ſhe may enter and diſtrain, &c.

Proviſo, that on Non-payment (on Demand) at a farther Day, ſhe may enter and enjoy,

until ſatisfied,

with Coſts, &c.

And as to the ſame Par,

and certain other Parts,

to Truſtees for a Term,

upon Truſts after declared.

from thence next enſuing, aud fully to be compleat and ended; Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame. And from and after the End, Expiration, or other ſooner Determinntion of the ſaid Term of two hundred Years, then as to, for and concerning all and every of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes with their Appurtenances in the ſaid Counties of *Norfolk* and *Carmarthen* (except the ſaid Manors or Lordſhips of *Tanfield* and *Uſton*, and other the ſaid Hereditaments and Premiſſes with their Appurtenances in the ſaid Pariſh of *Tanfield* in the ſaid County of *Norfolk*) to the Uſe of the ſaid *Frederick Fall* and *Gilbert Glynne*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of four hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared of and concerning the ſame. And from and after the End, Expiration or other ſooner Determination of the ſaid Term of four hundred Years, then to the Uſe and Behoof of him the ſaid *Andrew Aſhton*, and of his Heirs and Aſſigns for ever. And as to, for and concerning the ſaid Hundred of *Ramſey*, and the ſaid Manors of *Thorpe* and *Tatton*, and all other the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *Suffolk*, from and immediately after the End, Expiration, or other ſooner Determination of the ſeveral Uſes and Eſtates herein before thereof limited, and as the ſame ſhall reſpectively end and determine; and alſo as to, for and concerning the ſaid Manors or Lordſhips of *Tanfield* and *Uſton*, and other the ſaid Meſſuages, Lands, Hereditaments and Premiſſes in *Tanfield* aforeſaid (other than and except the aforeſaid four Meſſuages or Farms in *Tanfield* herein before mentioned to be excepted out of theſe Preſents) and alſo as to, for and concerning all the aforeſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid ſeveral Counties of *Cardigan*, *Devon* and *York*, and every or any of them (except before excepted) with their Appurtenances, from and immediately after the Deceaſe of the ſaid *Andrew Aſhton*, to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Andrew Aſhton* on the Body of the ſaid *Joan Boot* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *Andrew Aſhton* on the Body of the ſaid *Joan Boot* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and of all and every other the Son and Sons of the Body of the ſaid *Andrew Aſhton* on the Body of the ſaid *Joan Boot* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, then to the Uſe of the ſaid *Frederick Fall* and *Gilbert Glynne*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term and unto the full End and Term of one thouſand Years from thence next enſuing and fully to be compleat and ended, without Impeachment of or for any manner of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared of and concerning the ſame. And from and after the End, Expiration or other ſooner Determination of the ſaid Term of one thouſand Years, then to the Uſe and Behoof of the Heirs Male of the Body of the ſaid *Andrew Aſhton* lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe and Behoof of *David Aſhton* Eſq; (one of the Brothers of the ſaid *Andrew Aſhton*) and of the Heirs Male of the Body of the ſaid *David Aſhton* lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of *Edmund Aſhton* Eſq; (one other of the Brothers of the ſaid *Andrew Aſhton*) and the Heirs Male

Then as to Part.

to Truſtees for a Term, *ſans* Waſte,

upon Truſts, *&c.* after declared; And then to the Uſe of the Huſband in Fee.

And as to other Parts,

after the Determination of former Uſes; and as to other Parts before excepted (with Exception here) and as to other Parts (except as before excepted)

to the firſt, *&c.* Sons of the Marriage in Tail Male ſucceſſively.

In default of ſuch Iſſue, to Truſtees for a Term *ſans* Waſte, upon Truſts after declared.

Remainder to the Heirs Male of the Body of the Huſband; Remainder to one of the Brothers of the Huſband in Tail Male;

Male of the Body of the ſaid *Edmund Aſhton* lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of *Francis Aſhton* Eſq; (one other of the Brothers of the ſaid *Andrew Aſhton*) and the Heirs Male of the Body of the ſaid *Francis Aſhton* lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Andrew Aſhton*, and of his Heirs and Aſſigns for ever. And as to, for and concerning the aforeſaid Term of two hundred Years herein before limited to the ſaid *Daniel Dukes* and *Edmund Elwell*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſame is ſo limited to them, in Truſt for the farther and better ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 3000 *l.* unto the ſaid *Joan Boot* for her Life in lieu of her Dower, at the Days and Times, and in Manner aforeſaid: And therefore if the ſame Annuity or yearly Rent, or any Part thereof, ſhall happen to be behind and unpaid to her the ſaid *Joan Boot* or her Aſſigns, by the Space of forty Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Daniel Dukes* and *Edmund Elwell*, their Executors, Adminiſtrators and Aſſigns, from Time to Time, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited for two hundred Years as aforeſaid, or by demiſing, leaſing or mortgaging the ſame Premiſſes, or any Part thereof, for all or any Part of the ſaid Term of two hundred Years therein, to raiſe, levy and pay ſuch Sum and Sums of Money as ſhall be ſufficient to pay and ſatisfy unto her the ſaid *Joan Boot* and her Aſſigns, during her natural Life, the ſaid Annuity, yearly Rent or Sum of 3000 *l.* or ſo much thereof as ſhall from Time to Time ſo happen to be behind and unpaid, together alſo with all ſuch Coſts, Charges and Expences as ſhe the ſaid *Joan Boot*, or the ſaid *Daniel Dukes* and *Edmund Elwell*, her Truſtees, their Executors, Adminiſtrators and Aſſigns, or any of them ſhall ſuſtain, expend or be put unto, for or by reaſon of the Non-payment thereof, at the Days and Times, and in Manner firſt herein before in that Behalf mentioned. And upon this farther Truſt, that they the ſaid laſt named Truſtees, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons as ſhall for the Time being be intitled to the Reverſion or Remainder of the ſame Manors, Lands and Premiſſes expectant on the Determination of the ſaid Term of two hundred Years therein, to receive and take the Reſidue and Overplus of the Rents and Profits thereof (over and above what ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid Annuity, yearly Rent or Sum of 3000 *l.* and all Arrears thereof, and all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts) to and for their own Uſe and Benefit. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Deceaſe of her the ſaid *Joan Boot*, and Payment of all Arrears which ſhall be then due of the ſaid Annuity, yearly Rent or Sum of 3000 *l.* (if any ſuch ſhall then happen to be) together with all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts, then and at all Times from thenceforth the ſaid Term of two hundred Years, of and in the ſaid Manors, Lands, Hereditaments, and other the Premiſſes therein comprized as aforeſaid, or ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine and be utterly void, to all Intents and Purpoſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And as to, for and concerning the ſaid Term of four hundred Years herein before limited to the ſaid *Frederick Fall* and *Gilbert Glynne*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) That in caſe there ſhall be one or more Child or Children of the Body of the ſaid *Andrew Aſhton* on the Body of the ſaid *Joan Boot* his intended Wife begotten (beſides an eldeſt or only Son) then upon Truſt that they the ſaid *Frederick Fall* and *Gilbert Glynne*, their Executors, Adminiſtrators and Aſſigns ſhall and do, either in the Life-time of the ſaid *Andrew Aſhton* with his Conſent,

Remainder to another of the Brothers of the Huſband in Tail Male;

The like Remainder to another Brother;

Remainder to the Huſband's right Heirs.

The Truſt of the ſecond Term declared, for the better Payment of the Jointure.

Power to the Truſtees to raiſe it on Non-payment within certain Days,

and Charges.

And farther Truſt, to permit the Perſons intitled to enjoy, to receive the Reſidue of the Rents, &c.

Proviſo to determine the ſecond Term on the Death of the Joinreſs, and Payment of all Arrears, &c.

The Truſt of the third Term declared;

or elſe not till after his Deceaſe, by Demiſe, Sale or Mortgage of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes comprized in the ſaid Term of four hundred Years, or of a competent Part thereof, or by ſuch other Ways or Means as they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy ſuch Sum and Sums of Money for the Portion and Portions of all and every ſuch Child or Children (not being an eldeſt or only Son as aforeſaid) as are herein after-mentioned; that is to ſay, If but one ſuch Child, the Sum of 15000 *l.* of lawful Money of *Great Britain*, for the Portion of ſuch only Child; and if two or more ſuch Children, then the Sum of 30000 *l.* to be ſhared and divided between or amongſt them, in ſuch Parts and Proportions as the ſaid *Andrew Aſhton*, by any Writing or Writings under his Hand and Seal atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned and publiſhed in the Preſence of the like Number of Witneſſes, ſhall direct or appoint. And in default of ſuch Direction and Appointment, then the ſaid Sum of 30000 *l.* to be equally divided amongſt them, Share and Share alike; the ſaid Portion or Portions of ſuch Child or Children to be paid in manner following; that is to ſay, to ſuch of them as ſhall be a Son or Sons, at the Age of twenty-one Years, and to ſuch of them as ſhall be a Daughter or Daughters, at the Age of ſeventeen Years, or Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid *Andrew Aſhton*; but if in his Life-time, then within three Months after his Death, and not ſooner, unleſs by his expreſs Conſent. And upon this farther Truſt, that they the ſaid *Frederick Fall* and *Gilbert Glynne*, their Executors, Adminiſtrators and Aſſigns ſhall and do, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Lands, Hereditaments and other the Premiſſes, ſo to them limited for four hundred Years as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children (not being an eldeſt or only Son as aforeſaid) in the mean time, from the Deceaſe of the ſaid *Andrew Aſhton*, and until their Portions become payable reſpectively as aforeſaid, as are herein after-mentioned; that is to ſay, If there ſhall be but one ſuch Child, then the yearly Sum of 300 *l.* till he or ſhe ſhall attain the Age of ten Years; And from and after his or her ſaid Age of ten Years, and until his or her Portion ſhall become payable, the yearly Sum of 600 *l.* And in caſe there ſhall be two ſuch Children, and no more, then the yearly Sum of 200 *l.* for each of them till they ſhall reſpectively attain their reſpective Ages of ten Years; and after they ſhall reſpectively have attained that Age, and until their reſpective Portions ſhall become payable, the yearly Sum of 300 *l.* for each of them; and in caſe there ſhall be three or more ſuch Children, then the yearly Sum of 150 *l.* for each of them, till they ſhall reſpectively attain their reſpective Ages of twenty-one Years; and after they ſhall have reſpectively attained that Age, and until their reſpective Portions ſhall become payable, the yearly Sum of 300 *l.* for each of them; ſuch yearly Sum or Sums for Maintenance to be paid to ſuch younger Child or Children reſpectively at the four moſt uſual Feaſts or Days of Payment in the Year; that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord *Chriſt*, by even and equal Portions; the firſt Payment thereof to be made at ſuch of the ſaid Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the ſaid *Andrew Aſhton*. And upon this farther Truſt, that they the ſaid *Frederick Fall* and *Gilbert Glynne*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, until ſome one of the ſaid Portions ſhall become payable, permit and ſuffer ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the ſame Premiſſes expectant upon the ſaid Term of four hundred Years ſhall for the Time being belong or appertain by Virtue of theſe Preſents, to receive and take the Reſidue and Overplus of the Rents, Iſſues and Profits of the ſame Premiſſes, over and above ſo much thereof as ſhall be from Time to Time paid or become payable, for the Maintenance and Education of ſuch Child or Children as aforeſaid. Provided always, that in caſe any of the ſame Children being a Son or Sons ſhall happen to die before the Age of twenty-one Years, or being a Daughter or Daughters, before the Age of ſeventeen Years or Marriage, then the Portion or Portions of ſuch of them

To raiſe Sums for Portions for younger Children eventually, according as there ſhall be one or more.

If more, to be divided as the Father ſhall appoint In default of his Appointment, equally.

Times of Payment.

And upon Truſt to raiſe certain Sums for Maintenances, after the Father's Deceaſe.

Different Sums, according to their Ages and Number.

And upon farther Truſt, in the mean time to permit the Perſons intitled to take the Reſidue of the Profits above Maintenances.

Proviſo for Benefit of Survivorſhip among the younger Children in certain Caſes, and with Reſtraint as to the Sum.

ſo dying ſhall go and be paid unto and be equally divided amongſt the Survivors or Survivor of them, when the original Portion or Portions of ſuch ſurviving Child or Children ſhall become payable as aforeſaid; ſo as no one ſuch Child ſhall have above 15000 *l.* for his or her Portion. Provided alſo, that in caſe all the ſame Children ſhall happen to die before ſuch their ſaid reſpective Age or Marriage as aforeſaid, then and in ſuch Caſe the ſaid Monies ſo to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of the Perſon or Perſons next in Reverſion or Remainder of the Premiſſes, or ſo much thereof as ſhall be then raiſed ſhall be paid to the ſame Perſon or Perſons. Provided alſo, that no ſuch Demiſe, Sale or Mortgage as aforeſaid ſhall be made of the ſame Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or of any of them, or of any Part thereof, until ſome one of the Portions of the ſame Children ſhall become payable as aforeſaid. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe there ſhall be no Child or Children of the Body of the ſaid *Andrew Aſhton* on the Body of the ſaid *Joan Boot* his intended Wife to be begotten (other than an eldeſt or only Son as aforeſaid) or there being ſuch Child or Children, all of them ſhall happen to die before ſuch their ſaid reſpective Age or Marriage; or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for the Portions of ſuch Children as aforeſaid, and alſo ſuch Maintenance in the mean time and until the ſame Portions ſhall become payable as aforeſaid, ſhall be by the laſt named Truſtees, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the ſame Premiſſes expectant upon the ſaid Term of four hundred Years, paid, or to the Good-liking of the ſame Truſtees, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſecured to be paid, according to the Purport, true Intent and Meaning of theſe Preſents; Then and in every or any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of four hundred Years, of and in the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes ſo limited for four hundred Years, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And as to, for and concerning the ſaid Term of one thouſand Years herein before limited to the ſaid *Frederick Fall* and *Gilbert Glynne*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, In caſe the ſaid *Andrew Aſhton* ſhall happen to die without Iſſue Male of his Body on the Body of the ſaid *Joan Boot* his intended Wife to be begotten, or that the Iſſue Male between them begotten ſhall happen to die without Iſſue Male of his or their Body or Bodies, and that there be Iſſue one or more Daughter or Daughters of the Body of the ſaid *Andrew Aſhton* on the Body of the ſaid *Joan Boot* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after, then upon Truſt that they the ſaid *Frederick Fall* and *Gilbert Glynne*, their Executors, Adminiſtrators or Aſſigns ſhall and do, either in the Life-time of the ſaid *Andrew Aſhton*, with his Conſent, or elſe not till after his Deceaſe, by Demiſe, Sale or Mortgage of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes comprized in the ſaid Term of one thouſand Years, or of a competent Part thereof, and by and with the Rents, Iſſues and Profits of the ſame Premiſſes, in the mean time and until ſuch Sale, over and above ſuch Part thereof as ſhall be applied for the Maintenance and Education of ſuch Daughter or Daughters, as herein after is mentioned, raiſe and levy, or borrow and take up at Intereſt the Sum of 30000 *l.* of lawful Money of *Great Britain*, for the Portion and Portions of all and every ſuch Daughter and Daughters; the ſame to be paid in manner following; that is to ſay, If but one ſuch Daughter, then the ſaid whole Sum of 30000 *l.* to be paid to ſuch only Daughter; and if two or more ſuch Daughters, then the ſaid Sum of 30000 *l.* to be paid to and to be equally

Proviſo, that if all die before Portion payable, to ſink into the Land.

Proviſo, no Demiſe, &c. to be made until Portion payable.

Proviſo, if no Portion payable,

or Portions, &c. paid,

or ſecured,

the Reſidue of the Term to ceaſe.

The Truſt of the fourth Term declared.

If no Iſſue Male of the Marriage,

and there be a Daughter, &c.

then, in the Life-time of the Father, with his Aſſent, or elſe not till his Deceaſe, to raiſe (beſides Maintenances)

a certain Sum for Portions.

How and when to be paid;

equally divided among them, Share and Share alike; the ſaid Portion or Portions of ſuch Daughter or Daughters to be paid to them reſpectively, as and when they ſhall reſpectively attain their reſpective Ages of ſeventeen Years or be married, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid *Andrew Aſhton*; but if in his Life-time, then within three Months after his Death, and not ſooner, unleſs by his expreſs Conſent: So al-

with Benefit of Survivorſhip in a certain Caſe.

ways, that in caſe any of the ſaid Daughters ſhall happen to die before her or their ſaid Age of ſeventeen Years or Day of Marriage as aforeſaid, then the Portion or Portions of her or them ſo dying ſhall go and be paid to and amongſt the Survivors and Survivor of them, equally, Share and Share alike, when the original Portion or Portions of ſuch ſurviving Daughter or Daughters ſhall become payable by Virtue of theſe Preſents: And ſo alſo, that in caſe all the ſaid Daughters ſhall

In what Caſe this Sum to ſink.

happen to die before any of them ſhall attain the Age of ſeventeen Years or be married, then the ſaid Sum or Sums of Money appointed to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe for the Benefit of ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one Thouſand Years ſhall for the Time being belong, by Virtue of the Limitations above-mentioned: and ſo much thereof as ſhall be then raiſed, ſhall be

And upon farther Truſt (after the Deceaſe of the Father) to raiſe Maintenances, &c.

paid to ſuch Perſon or Perſon in Reverſion or Remainder as aforeſaid. And upon this farther Truſt, that they the ſaid *Frederick Fall* and *Gilbert Glynne*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited for one thouſand Years as aforeſaid, in the mean time, from and after the Deceaſe of the ſaid *Andrew Aſhton*, and until the ſaid Portion or Portions of the ſaid Daughter or Daughters ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Daughter and Daughters as are herein after-mentioned;

proportioned to their Ages and Number.

that is to ſay, If there ſhall be but one ſuch Daughter, then the yearly Sum of 400 *l.* till ſhe ſhall attain her Age of ten Years; and from and after her ſaid Age of ten Years, and until her ſaid Portion ſhall become payable, the yearly Sum of 600 *l.* And in caſe there ſhall be two ſuch Daughters and no more, then the yearly Sum of 300 *l.* for each of them till they ſhall reſpectively attain their reſpective Ages of ten Years; and after they ſhall have reſpectively attained that Age, and until their reſpective Portions ſhall become payable, the yearly Sum of 400 *l.* for each of them; And in caſe there ſhall be three or more ſuch Daughters, then the yearly Sum of 200 *l.* for each of them, till they ſhall reſpectively attain their reſpective Ages of ten Years; and after they ſhall have reſpectively attained that Age, and until their reſpective Portions ſhall become payable, the yearly Sum of 300 *l.* for each of them; ſuch yearly Sum or Sums for Maintenance to be paid to ſuch Daughter or Daughters reſpectively at the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſt of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord Chriſt, by even and equal Portions; the firſt Payment thereof to be made on ſuch of the ſaid Feaſts or Days of Payment as ſhall firſt and next hap-

And upon farther Truſt, to permit the Perſons intitled in the mean time to take the Profits above Maintenances.

pen after the Deceaſe of the ſaid *Andrew Aſhton*. And upon this farther Truſt, that they the ſaid *Frederick Fall* and *Gilbert Glynne*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one thouſand Years ſhall for the Time being belong, by Virtue of the Limitations afore-mentioned, until ſome or one of the ſame Portions ſhall become payable, to receive and take the Reſidue and Overplus of the ſaid Rents, and Profits of the ſame Premiſſes, over and above ſo much thereof as ſhall be from Time to Time paid or payable for the reſpective Maintenances and Educations

Proviſo, no Demiſe, &c. to be made until Portion payable.

of ſuch Daughter and Daughters. Provided always, that the ſaid *Frederick Fall* and *Gilbert Glynne*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall not demiſe, ſell or mortgage the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo to them limited for one thouſand Years as aforeſaid, or any of them, or any Part thereof, until ſome one of the ſaid laſt mentioned Portions ſhall become payable by Virtue of theſe Preſents. Provided

alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe there ſhall be no ſuch Daughter or Daughters of the Body of the ſaid *Andrew Aſhton* on the Body of the ſaid *Joan Boot* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after; or there being ſuch Daughter or Daughters, all of them ſhall happen to die before they or any of them ſhall attain the Age of ſeventeen Years or be married; or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for ſuch Daughters Portions as aforeſaid, and alſo ſuch Maintenance in the mean time and until the ſame Portions ſhall become payable as aforeſaid, ſhall be by the ſaid laſt named Truſtees, their Executors, Adminiſtrators or Aſſigns, raiſed, levied and paid, by the Ways and Means in that Behalf aforementioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the ſame Premiſſes expectant upon the ſaid Term of one thouſand Years, paid, or to the Good-liking of the ſaid *Frederick Fall* and *Gilbert Glynne*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents; or in caſe all and every ſuch Daughter and Daughters ſhall be preferred in Marriage by the ſaid *Andrew Aſhton* in his Life-time, with Portions equal to or exceeding the Portions hereby for them provided; or in caſe Lands, or Tenements of Inheritance of like Value or more ſhall deſcend or come to the ſaid Daughters by or from the ſaid *Andrew Aſhton*; or if ſuch Portions or Lands be not equal in Value to the Portions hereby for them provided, Then in caſe the ſaid laſt named Truſtees, their Executors, Adminiſtrators or Aſſigns, ſhall by the Ways and Means aforeſaid raiſe and levy ſo much Monies as ſhall make up the Portions or Value of the Lands ſo advanced, given or left by the ſaid *Andrew Aſhton* with or to his ſaid Daughters, full ſo much as the ſaid Portions hereby provided for them ſhall amount unto; Then and in any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of one thouſand Years, of and in the ſaid Manors, Meſſuages, Lands, Hereditaments, and other the Premiſſes therein comprized as aforeſaid, or ſo much thereof as ſhall remain unſold and undiſpoſed of, for the Purpoſes aforeſaid ſhall ceaſe, determine, and be utterly void, to all intents and Purpoſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, That whatever Monies ſhall be raiſed and paid unto or for ſuch Daughter or Daughters, by Virtue of the aforeſaid Term of four hundred Years, if any be, ſhall be accepted and taken as and in part of the Monies to be raiſed for her or them, by Virtue of the ſaid Term of one thouſand Years, any Thing herein contained to the contrary in any wiſe notwithſtanding. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Andrew Aſhton* from Time to Time during his Life (without Prejudice nevertheleſs to the Raiſing and Payment of the ſaid yearly Sums of 600*l.* and 3000*l.* or either of them, payable to the ſaid *Joan Boot*, in manner and for the Purpoſes aforeſaid) to demiſe, leaſe or grant the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby or mentioned or intended to be hereby granted and releaſed, in ſuch Manner as is herein after mentioned; that is to ſay, As to ſuch Part or Parts of the ſame Premiſſes as have been uſually let for Lives, or Years, determinable upon Lives, to demiſe or leaſe the ſame or any Part thereof to any Perſon or Perſons, for one, two or three Life or Lives, or for any Term or Number of Years determinable on one, two or three Life or Lives in Poſſeſſion or Reverſion, ſo as there be not more than three Lives in Being at one and the ſame Time in any of ſuch Leaſes, or for twenty-one Years, or any Leſſer Term of Years, ſo as the ancient and accuſtomed Rents, Heriots, Boons and Services, or more be thereupon reſerved, during the Continuance of ſuch Leaſes reſpectively; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein. And as to ſuch Part or Parts of the ſame Manors, Lands and Premiſſes as now are or have been uſually let at Rack or improved Rents, to demiſe or leaſe the ſame, or any Part or Parts thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion and not in Reverſion, Remainder or Expectancy; ſo as upon every of the ſaid laſt mentioned Leaſes there be reſerved

Proviſo, if no ſuch Portion payable,

or if paid,

(and the Maintenance)

or ſecured,

or Lands of like Value deſcend, or ſufficient be raiſed to make up their Portions,

this Term, or the Reſidue thereof, to ceaſe.

Money paid by the third Term to be taken as Part of the Money to be raiſed by this (fourth) Term.

A Power reſerved to let Leaſes, without Prejudice, &c.

for Lives, &c. with Reſtrictions.

Ancient Rents, &c.

not *ſans* Waſte.

Rack-Rents for a certain Number of Years in Poſſeſſion.

and made payable, during the Continuance thereof reſpectively, the moſt and beſt
without Fine, improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income,
not *ſans* Waſte. for or in reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſame Leaſes be
Clauſe of Re-entry. made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every of ſuch Leaſes there be contained a Clauſe of Re-entry, for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee and Leſſees,
Leſſees to execute Counterparts. to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes, any thing herein contained to the contrary thereof in any
Power to the Huſband ſurviving, to make Jointure (as to Part) to any future Wife; wiſe notwithſtanding. Provided alſo, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Andrew Aſhton*, in caſe he ſhall happen to ſurvive and overlive the ſaid *Joan Boot* his intended Wife, at any Time or Times during his Life by any Deed or Deeds, Writing or Writings under his Hand and Seal, to be by him ſigned and ſealed in the Preſence of two or more credible Witneſſes, to grant, limit or appoint any Part or Parts of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of *Norfolk* and *Carmarthen*, herein before limited to the ſaid *Frederick Fall* and *Gilbert Glynne* for the Term of four hundred Years as aforeſaid, or any Rent-charge or Rents-charge to be iſſuing out of the ſame, or any Part thereof, unto any Woman or Women which he the ſaid *Andrew Aſhton* ſhall afterwards marry, either before or after ſuch Marriage, for the Life or Lives of ſuch Woman or Women, for her or their
with Reſtriction as to the yearly Value. Jointure or Jointures, ſo as ſuch Jointure or Jointures do not exceed in the whole the yearly Rent or Value of 1500 *l.* any thing herein contained to the contrary
The Huſband covenants (againſt Act of his Father Mother and ſelf) that he is ſeiſed in Fee of the Premiſſes, &c. thereof in any wiſe notwithſtanding, And the ſaid *Andrew Aſhton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Barnard Boot* and *Charles Cow*, their Heirs, Executors and Adminiſtrators, in manner and Form following; that is to ſay, That for and notwithſtanding any Act, Matter or Thing by him the ſaid *Andrew Aſhton*, or by *George Aſhton* and *Hannah Aſhton* his Wife, late Father and Mother of the ſaid *Andrew Aſhton*, or by *George Aſhton* his late Grandfather, all deceaſed, or any of them, done, committed, or wittingly or willingly ſuffered to the contrary, he the ſaid *Andrew Aſhton* is and ſtandeth lawfully, rightfully and abſolutely ſeiſed in his Demeſne as of Fee, of and in all and every the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes, hereby or mentioned or intended to be hereby granted and releaſed, of a good, ſure, lawful, abſolute, and indefeaſible Eſtate of Inheritance in Fee-ſimple, without any Reverſion, Remainder, Truſt, Limitation, Power of Revocation, Uſe or Uſes, or any other Matter, Reſtraint or Thing whatſoever, to alter, change, charge, revoke, make void, leſſen, incumber, or determine the ſame (except as is herein after excepted). And
and hath Power to grant; that he the ſaid *Andrew Aſhton* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) hath at the Time of the Enſealing and Delivery of theſe Preſents, in himſelf good Right, full Power, and lawful and abſolute Authority to grant and convey the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes, with their Appurtenances, unto the ſaid *Barnard Boot* and *Charles Cow*, their Heirs and Aſſigns, unto and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively, according to the Purport, true Intent and Meaning of theſe Pre-
And for quiet Enjoyment, ſents (except as is herein after excepted). And further, that for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and other the Premiſſes, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Limitations and Agreements, herein before mentioned, expreſſed and declared of and concerning the ſame, and ſhall and may be peaceably and quietly had,
free from Incumbrances by them, &c. held and enjoyed accordingly; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Andrew Aſhton*, his Heirs, Exeeutors or Adminiſtrators well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all manner of former and

other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Uſes, Truſts, Wills, Intails, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid *Andrew Aſhton*, or the ſaid late *George Aſhton* his Father, *George Aſhton* his Grandfather, and *Hannah Aſhton* his Mother, deceaſed, or any of them, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under them or any of them, or from, by or under their or any of their Acts, Means, Aſſent, Conſent or Procurement, other than and except ſuch Leaſes of the ſaid Manors, Lands, Hereditaments and Premiſſes before-mentioned, or any Part thereof whereupon the improved or ancient and accuſtomed yearly Rents are reſerved and made payable, and other than and except one Leaſe of the ſaid Manors of *Thorpe* and *Tatton*, and other the Premiſſes in the ſaid County of *Suffolk*, mentioned in an Indenture of five Parts, bearing Date on or about the twenty-ſeventh of *March* 1700, and made or mentioned to be made between *John Cow* of, *&c.* Eſq; ſince deceaſed, of the firſt Part, the ſaid *George Aſhton* Father of the ſaid *Andrew Aſhton*, of the ſecond Part, *Kenelm Keith*, Eſq; *Luke Lance*, Eſq; and *Mary* his Wife and *Nathan Noy*, Eſq; ſince deceaſed, of the third Part, *Oliver Owen* of, *&c.* Eſq; ſince deceaſed, *Peter Pitts* of, *&c.* Eſq; ſince deceaſed, *Robert Owen* of, *&c.* Eſq; and *Suſanna* his Wife, eldeſt Daughter of the ſaid *Peter Pitts*, of the fourth Part, and *Thomas Tidd* Eſq; and *Walter Owen* of, *&c.* Eſqrs. and *Vincent Veal*, Eſq; ſince deceaſed, of the fifth Part, the Intereſt of which Leaſe did afterwards by Indorſement on the ſame Indenture come to and veſt in the ſaid *Walter Owen* and *Vincent Veal*, their Executors, Adminiſtrators and Aſſigns, in Truſt to attend the Inheritance of the ſame Premiſſes; and other than and except the Reſidue of a certain Term of one thouſand Years, of and in the ſaid Manors of *Tanfield* and *Uſton*, with their Appurtenances (except the ſaid four Meſſuages or Tenements, herein before excepted, and two other Meſſuages ſome time in the Occupations of *Xerxes Xandon* and *Zacheus Zouch*) which by Indenture bearing Date the fourth of *February* 1687, and made or mentioned to be made between the ſaid *George Aſhton* deceaſed, Father of the ſaid *Andrew Aſhton*, of the one Part, and *David Aſhton* of, *&c.* Eſq; *Francis Aſhton* of, *&c.* Eſq; Brothers of the ſaid *George Aſhton*, *Adam Aſh* of, *&c.* Eſq; and *Bryan Box* of *Clayton* in the County of *Dorſet*, Eſq; of the other Part, was limited to the ſaid *Adam Aſh*, *David Aſhton*, *Francis Aſhton* and *Bryan Box*, their Executors and Adminiſtrators, upon Truſt for Payment of ſuch Annuities and Sums of Money to the Daughters and younger Sons of the ſaid laſt named *George Aſhton* as are therein mentioned; All which Annuites and Sums of Money are ſince determined, or paid off and ſatisfied, except the Sum of 6000*l.* payable to *Eliza* now Wife of *Frederick Folkes* of, *&c.* Eſq; and the ſeveral Annuities of 300*l.* *per Annum* apiece, payable to each of them the ſaid *David Aſhton*, *Edmund Aſhton* and *Francis Aſhton*, Brothers of the ſaid *Andrew Aſhton*, during their reſpective Lives; and other than and except the Reſidue of one other Term of one thouſand Years of and in the Premiſſes, or ſome Part thereof, which by Indenture quinquepartite bearing Date the fifth Day of *March* 1703, made upon or before the Marriage of the ſaid *Andrew Aſhton* with *Eliza* his late Wife deceaſed, Daughter of the ſaid *Peter Pitts*, was limited to *Guy Goſs* of, *&c.* Eſq; and *Thomas Tidd*, Eſq; their Executors, Adminiſtrators and Aſſigns, in Truſt for raiſing the Sum of 15000*l.* for the Portion of *Harriot Aſhton*, Daughter and only Child now living of the ſaid *Andrew Aſhton*, by the ſaid *Eliza* his late Wife, together with ſuch Maintenance for the ſaid *Harriot Aſhton*, from the Deceaſe of the ſaid *Andrew Aſhton* until her Portion ſhall become payable, as in the ſaid Indenture quinquepartite is in that Behalf directed and appointed; which ſaid laſt mentioned Sum of 15000*l.* he the ſaid *Andrew Aſhton* doth hereby covenant, promiſe and agree to pay, ſatisfy and diſcharge, ſome time during the Term of his natural Life, and in the mean time to ſave, defend, keep harmleſs and indemnified the ſaid laſt mentioned Term of one thouſand Years, and the Manors, Lands and Hereditaments therein comprized, and every of them, of, from and againſt the ſaid Sum of 15000*l.* and every Part thereof, and upon Payment thereof to cauſe and procure the ſame Term to be ſurrendered or

Except Leaſes, under certain Reſtrictions; and except certain Terms, the Truſts, *&c.* of which are ſatisfied, *&c.*

(with Exception of a Sum and certain Annuities) and except another Term for raiſing a Portion for a Daughter of his former Marriage,

which he covenants to pay, and therefrom to indemnify the Premiſſes,

and to procure this laſt Term to be ſurrendered, *&c.*

The Huſband covenants for farther Aſſurances.

or otherwiſe to be aſſigned to attend the Inheritance of the ſaid Premiſſes therein comprized, and to be ſubſervient to the Uſes, Truſts and Eſtates herein limited, expreſſed or declared of or concerning the ſame reſpectively. And the ſaid *Andrew Aſhton* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, farther covenant, promiſe, grant and agree, to and with the ſaid *Barnard Boot* and *Charles Cow*, their Heirs, Executors and Adminiſtrators, that he the ſaid *Andrew Aſhton* and his Heirs, and all and every other Perſon or Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, hereby or mentioned or intended to be hereby granted and releaſed, or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *George Aſhton* his Grandfather, and *George Aſhton* and *Hannah* his Wife, his late Father and Mother, deceaſed, or any of them (other than and except the Perſons whoſe Eſtates or Intereſts are herein before excepted, for and in reſpect only of ſuch their excepted Eſtates and Intereſts) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *Barnard Boot* and *Charles Cow*, or the Survivor of them, or the Heirs, Executors or Adminiſtrators of ſuch Survivor, but at the Coſts and Charges in the Law of the ſaid *Andrew Aſhton*, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch farther and other lawful and reaſonable Acts, Deeds and Things, Deviſes, Conveyances and Aſſurances in the Law whatſoever, be it by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, for the farther, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes, hereby or mentioned or intended to be hereby granted and releaſed, with their Appurtenances, unto and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein mentioned, expreſſed and declared of and concerning the ſame reſpectively, as by the ſaid *Barnard Boot* and *Charles Cow*, or the Survivor of them, or the Heirs, Executors or Adminiſtrators of ſuch Survivor, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch farther Aſſurances be not compelled or compellable, for making or doing thereof to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode.

A Power of Revocation reſerved to the Huſband, as to certain of the above Remainders.

Provided laſtly, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, That it ſhall and may be lawful to and for the ſaid *Andrew Aſhton*, at any Time or Times hereafter during his Life, by any Writing or Writings under his Hand and Seal, atteſted by three or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, ſealed and publiſhed in the Preſence of the like Number of Witneſſes, to revoke, alter, make void, or change all and every or any the Uſe and Uſes, Eſtate and Eſtates, herein and hereby before limited, or mentioned or intended to be limited to the Heirs Male of the Body of him the ſaid *Andrew Aſhton*, or to the ſaid *David Aſhton*, *Edward Aſhton* and *Francis Aſhton*, his Brothers, reſpectively, and to the ſeveral and reſpective Heirs Male of their ſeveral and reſpective Bodies as aforeſaid, of and in ſuch of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes as are ſo to them herein before limited as aforeſaid, or of and in any Part or Parcel thereof, at his the ſaid *Andrew Aſhton*'s Free-will and Pleaſure, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, *&c.*

A Marriage-

A Marriage-Settlement, in which the Father of the intended Husband joins, the Lady's Portion being paid to him. A Rent-Charge, Tax-free, for a Jointure, in bar of Dower: Part limited to the Father for Life, Remainder to his Wife for Life, &c. Several Terms of different Parts created, for better securing the Jointure; to indemnify against Portions of the Husband's Uncles; to raise Portions for younger Children; or for Daughters, if no Son. Provisoes for ceasing Terms, &c. on unusual Contingencies. Power to make a Jointure to a future Wife. Leasing Powers, and good Covenants. N° 4.

THIS Indenture quinquepartite, made the second Day of *August Anno Domini* 1723, and in the ninth Year of the Reign of our Sovereign Lord *George*, &c. between Sir *Arthur Axby* of *Bow* in the County of *Cambridge* Bart. and *Arthur Axby* Esq; Son and Heir Apparent of the said Sir *Arthur Axby* by Dame *Dorothy* his now Wife, of the first Part, *Ezekiel Ewden* of, *&c.* Esq; and *Flora Ewden* Spinster, one of the Daughters of the said *Ezekiel Ewden*, of the second Part, *Guy Gill* of *Ham* in the said County of *Cambridge* Esq; and *Jeffrey Judd* of *Kincott* in the City of *Lincoln* Esq; of the third Part, *Martin May* Esq; Son and Heir Apparent of *Nicholas May* of *Oldham* in the County of *Pembroke* Esq; and *Ralph Rood* of *Sawton* in the County of *Warwick*, Esq; of the fourth Part, and *Zouch Zedd* of *Acton* in the County of *Bedford* Esq; and *Caleb Cox* of the Parish of *Dunsden* in the County of *Dorset* Merchant, of the fifth Part. Whereas a Marriage is intended, by the Permission of God, to be shortly had and solemnized between the said *Arthur Axby* the Son, and the said *Flora Ewden:* Now this Indenture witnesseth, That for and in consideration of the said intended Marriage, and of the Sum or Value of 6000 *l.* of lawful Money of *Great Britain*, in Monies or Securities for Monies to the said Sir *Arthur Axby* (with the Consent and Agreement of the said *Arthur Axby*, the Son, testified by his being a Party to, and his Sealing and Delivery of these Presents) paid or transferred by the said *Ezekiel Ewden* and *Flora Ewden*, or one of them, at or before the Ensealing and Delivery hereof, in full for the Marriage-Portion of her the said *Flora Ewden*, the Receipt and Payment of which said Sum of 6000 *l.* in Manner aforesaid, he the said Sir *Arthur Axby* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, release and discharge the said *Ezekiel Ewden* and *Flora Ewden*, and each of them, their and each of their Executors and Administrators for ever by these Presents, and for providing a Jointure of 600 *l. per Annum* by way of Rent-charge, free of Taxes, for the said *Flora Ewden* for her Life, in case she shall, after the said intended Marriage had, happen to survive and overlive the said *Arthur Axby* her intended Husband; and for settling and assuring the Manor, Messuages, Farms, Lands, Tenements and Hereditaments herein after-mentioned to be hereby granted and released, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoes, Limitations and Agreements as are herein after mentioned, expressed and declared of and concerning the same respectively. And for and in consideration of the Sum of 10 *s.* of lawful Money of *Great Britain*, to the said Sir *Arthur Axby* and *Arthur Axby* the Son in hand paid by the said *Guy Gill* and *Jeffrey Judd*, at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, they the said Sir *Arthur Axby* and *Arthur Axby* the Son have, and each of them hath granted, bargained, sold, released, confirmed, limited and appointed, and by these Presents do, and each of them doth grant, bargain, sell, release, confirm, limit and appoint, unto the said *Guy Gill* and *Jeffrey Judd*, their Heirs and Assigns, All that the Manor or Lordship of *Foston* in the said County of *Cambridge*, with the Rights, Members and Appurtenances thereof, or by whatsoever other Name or Names the same Manor is called or known; and all those Messuages, Houses, Farms, Lands, Tenements and Hereditaments of them the said Sir *Arthur Axby* and *Arthur Axby*, or either of them, situate,

The Parties.

Recital of the intended Marriage.

In consideration thereof, and of Money paid to the Husband's Father,

and for providing a Jointure by way of Rent-charge, and for settling a Manor, *&c.*

The Father and Son grant, *&c.*

The Parcels.

ſituate, lying or being within the Town, Pariſh, Fields, Precincts or Territories of *Foſton* in the ſaid County of *Cambridge*, and herein after particularly mentioned; that is to ſay, all that Farm, and the Lands and Hereditaments thereunto belonging, or therewith uſed or enjoyed, late or ſome time in the Occupation of Sir *George Axby*, late Father of the ſaid Sir *Arthur Axby*, his Leſſees or Under-Tenants, and commonly called or known by the Name of *Kedley* Farm; and all that Farm, and the Lands and Hereditaments thereunto belonging, or therewith uſed, late or ſome time in the Holding or Occupation of *John Ford*; and all that Farm, and the Lands and Hereditaments thereunto belonging, or therewith uſed, late or ſome time in the Holding or Occupation of *Kenedy Keck*, his Leſſees or Under-Tenants; [*Here follow more Parcels*] and all that Cottage, with the Lands and Hereditaments thereunto belonging, or therewith uſed, late or ſome time in the Holding or Occupation of *Lætitia Lane*, her Leſſees or Under-Tenants; and all that Cottage, with the Lands and Hereditaments thereunto belonging, or therewith uſed, late or ſome time in the Occupation of *Maud Monk*, her Leſſees or Under-Tenants [*Here follow more Parcels*]; and alſo all thoſe Meſſuages, Houſes, Farms, Lands, Tenements and Hereditaments of them the ſaid Sir *Arthur Axby* and *Arthur Axby*, or either of them, ſituate, lying or being in *Netham* in the ſaid County of *Cambridge*, and herein after particularly mentioned or expreſſed; that is to ſay, all that Farm, and the Lands and Hereditaments thereunto belonging, or therewith uſed or enjoyed, late or ſome time in the Holding or Occupation of *Oliver Orden* the elder his Leſſees or Under-Tenants; and all that Farm, and the Lands and Hereditaments thereunto belonging, or therewith uſed or enjoyed, late or ſome time in the Holding or Occupation of *Paul Peters*, his Leſſees or Under-Tenants [*Here follow more Parcels.*]; and alſo all thoſe Meſſuages, Houſes, Farms, Lands, Tenements and Hereditaments, with the Appurtenances, of them the ſaid Sir *Arthur Axby* and *Arthur Axby*, or either of them, ſituate, lying or being in the Town, Pariſh, Fields, Precincts or Territories of *Bow* in the ſaid County of *Cambridge*, herein after particularly mentioned; that is to ſay, all that Farm, and the Lands and Hereditaments thereunto belonging, or therewith uſed or enjoyed, late or ſome time in the Holding or Occupation of *Richard Rock*, his Leſſees or Under-Tenants; and all that Farm, and the Lands and Hereditaments thereunto belonging, or therewith uſed or enjoyed, late or ſome time in the Holding or Occupation of *Simon Strut*, his Leſſees or Under-Tenants [*Here follow more Parcels*]; and all that Windmill, with the Appurtenances, late or ſome time in the Holding or Occupation of *Timothy Tall*, his Leſſees or Under-Tenants; and all that Meſſuage, Farm and Orchard, with the Appurtenances, late or ſome time in the Holding or Occupation of *Urſula Upton*, her Leſſees or Under-Tenants; and all that Meſſuage, with the Appurtenances, late or ſome time in the Holding or Occupation of *Winefred Strut*, her Leſſees or Under-Tenants [*Here follow more Parcels*]; and all other the Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments whatſoever of them the ſaid Sir *Arthur Axby* and *Arthur Axby*, or either of them, or whereof or wherein they or either of them, or any Perſon or Perſons in Truſt for them or either of them, is or are ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying or being in *Foſton*, *Netham*, *Bow* and *Abcot*, every or any of them, in the ſaid County of *Cambridge*, or elſewhere in the ſame County, and in *Colwell* in the County of *Hertford*, with their and every of their Rights, Royalties, Members and Appurtenances: All which ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes are now in the actual Poſſeſſion of the ſaid *Guy Gill* and *Jeffrey Judd*, by Virtue of a Bargain and Sale to them thereof made by the ſaid Sir *Arthur Axby* and *Arthur Axby* for the Term of one whole Year, in conſideration of 5 *s.* to them paid by the ſaid *Guy Gill* and *Jeffrey Judd*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid Sir *Arthur*

General Words.

Axby and *Arthur Axby*, and of each or either of them, of, into or out of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Guy Gill* and *Jeffrey Judd*, their Heirs and Aſſigns, to the Uſe of the ſaid Sir *Arthur Axby* and *Arthur Axby*, according to their ſeveral and reſpective Eſtates and Intereſts therein, at the Time of, or immediately before the Execution of theſe Preſents, until the ſaid intended Marriage ſhall be had and ſolemnized; And from and after the Solemnization thereof, then to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Powers, Limitations and Agreements, as are herein after-mentioned, expreſſed and declared of and concerning the ſame Premiſſes reſpectively; that is to ſay, As to, for and concerning the ſaid Manor or Lordſhip of *Foſton*, with the Appurtenances, and all other the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before-mentioned to be ſituate, lying or being in *Foſton*, *Netham* and *Abcot* aforeſaid, every or any of them, with their Appurtenances (being together of the yearly Value of 800 *l.* over and above the yearly Fee-Farm Rent, or Sum of 60 *l.* payable out of the ſaid Manor, Lands and Premiſſes in *Foſton* aforeſaid) to the Uſe and Behoof of the ſaid *Arthur Axby* the Son and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; And from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Guy Gill* and *Jeffrey Judd*, and their Heirs, during the Life of the ſaid *Arthur Axby* the Son, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Arthur Axby* the Son and his Aſſigns during his Life to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; And from and after his Deceaſe, then to the Uſe, Intent and Purpoſe that ſhe the ſaid *Flora Ewden* and her Aſſigns (in caſe ſhe ſhall happen to ſurvive the ſaid *Arthur Axby* her intended Huſband) ſhall and may yearly and every Year, during the Term of her natural Life, have, receive and take, by and out of the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes laſt mentioned, one Annuity, yearly Rent or Sum of 600 *l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe, the ſame Annuity to be in full for her Jointure, and in Lieu, Bar and Satisfaction of, and for her Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all and every or any the Manors, Meſſuages, Lands, Tenements or Hereditaments, whereof the ſaid *Arthur Axby* her intended Huſband ſhall be ſeiſed during the Coverture between them; and to be paid and payable to her the ſaid *Flora Ewden* and her Aſſigns at the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Portions; the firſt Payment thereof to begin and be made on ſuch of the ſame Feaſts or Days of Payment as ſhall next happen after the Deceaſe of the ſaid *Arthur Axby* her intended Huſband. And to this farther Uſe, Intent and Purpoſe, That if it ſhall happen that the ſaid Annuity, yearly Rent or Sum of 600 *l.* or any Part thereof, ſhall be behind or unpaid by the Space of twenty-eight Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Flora Ewden* and her Aſſigns, into and upon all and ſingular the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, out of which the ſaid Annuity, yearly Rent or Sum of 600 *l.* is to be iſſuing as aforeſaid, or into and upon any Part thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to ſell or diſpoſe thereof, according to due Courſe of Law, until ſhe or they ſhall of the ſaid Annuity, yearly Rent or Sum of 600 *l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times in that Behalf afore-mentioned, be fully ſatisfied

Habendum

after the Marriage,

as to Part,

to the Uſe of the Son (the intended Huſband) for Life, *ſans* Waſte; Then to Truſtees to ſupport, *&c.*

Then that the Wife may receive an Annuity,

Tax-free, for her Jointure, in bar of Dower;

to be paid half-yearly.

On Non-payment within certain Days, ſhe may diſtrain, *&c.*

satisfied and paid. Provided always, That in caſe the ſaid Annuity, yearly Rent or Sum of 600*l.* or any Part thereof, ſhall happen to be behind or unpaid by the Space of forty Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *Flora Ewden* and her Aſſigns, into and upon the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, out of which the ſaid Annuity, yearly Rent or Sum of 600*l.* is to be iſſuing as aforeſaid, or into and upon any Part thereof, in the Name of the whole to enter, and the ſame to have, hold and enjoy, and to receive and take the Rents and Profits thereof, and of every Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall be thereby or therewith, or otherwiſe fully ſatisfied and paid the ſaid Annuity, yearly Rent or Sum of 600*l.* and all Arrears thereof, and alſo ſo much thereof as ſhall incur and grow due during ſuch Time as ſhe ſhall continue in poſſeſſion of the ſame Premiſſes, after and by reaſon of ſuch Entry as aforeſaid, together with ſuch Coſts, Charges, Damages and Expences as ſhall be occaſioned by Non-payment thereof at the Days and Times herein before for that Purpoſe appointed. And as to, for and concerning the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes laſt mentioned (ſo charged and chargeable with the ſaid Annuity, yearly Rent or Sum of 600*l.* and ſuch Remedies for the ſame as aforeſaid) from and immediately after the Deceaſe of the ſaid *Arthur Axby* the Son, to the Uſe of the ſaid *Martin May* and *Ralph Rood*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing, and fully to be compleat and ended; upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes as are herein after-mentioned, expreſſed and declared of and concerning the ſame. And as to, for and concerning all and every the ſaid Meſſuages, Farms, Lands, Hereditaments and Premiſſes in *Bow* and *Colwell* aforeſaid in the ſaid County of *Hertford* (except the ſaid Farms, Lands and Hereditaments in *Bow* aforeſaid, late or ſome time in the reſpective Holdings or Occupations of the ſaid *James Jones* and *Kenrick King*, or their reſpective Leſſees or Under-Tenants) from and immediately after the Solemnization of the ſaid intended Marriage, to the Uſe and Behoof of the ſaid Sir *Arthur Axby* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte; And from and after his Deceaſe, to the Uſe and Behoof of the ſaid Dame *Dorothy Axby* his now Wife, for and during the Term of her natural Life, in confirmation of her Jointure, and in Lieu, Bar and full Satisfaction of her Dower and Thirds at Common Law. And as to, for and concerning the ſaid Meſſuages, Farms, Lands, Hereditaments and Premiſſes in *Endy* and *Abcot* aforeſaid, or any of them in the ſaid County of *Cambridge*, and in *Colwell* aforeſaid in the ſaid County of *Hertford*, and the ſaid excepted Farms, Lands and Hereditaments in *Bow* aforeſaid, late or ſome time in the reſpective Holdings or Occupations of the ſaid *James Jones* and *Kenrick King*, or their reſpective Leſſees or Under-Tenants, from and immediately after the Solemnization of the ſaid intended Marriage, to the Uſe of the ſaid *Martin May* and *Ralph Rood*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of four hundred Years, from thence next enſuing and fully to be compleat and ended, without Impeachment of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared of and concerning the ſame. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of four hundred Years, and ſubject thereto, then to the Uſe and Behoof of the ſaid *Arthur Axby* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte. And as to, for and concerning all and every the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in *Bow* and *Abcot* aforeſaid, every or any of them in the ſaid County of *Cambridge*, and in *Gumley* and *Colwell* aforeſaid, or either of them, in the ſaid County of *Hertford*, from and immediately after the End, Expiration, or other ſooner Determination of the ſaid ſeveral and reſpective Uſes and Eſtates herein before thereof reſpectively limited, and as the ſame ſhall reſpectively end

And on Non-payment at a farther Day, that ſhe may enter and enjoy until, &c.

Remainder to the Truſtees for a Term of Years (ſubject to the Jointure) upon Truſts after declared, &c.

And as to other Part (with Exception)

to the Uſe of the Father for Life, *ſans* Waſte; Then to his Wife for Life.

And as to other Part, and the before excepted Parcels,

to Truſtees for a Term, *ſans* Waſte, upon Truſts after declared; and ſubject thereto.

To the Uſe of the Father for Life, *ſans* Waſte.

And as to the other Parts,

and determine, to the Uſe and Behoof of the ſaid *Arthur Axby* the Son, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte. And from and after the Determination of that Eſtate, then to the Uſe and Behoof of the ſaid *Guy Gill* and *Jeffrey Judd*, and their Heirs, during the Life of the ſaid *Arthur Axby* the Son, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Arthur Axby* the Son and his Aſſigns, during his Life, to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit. And as to, for and concerning all and every the ſaid Manor, Meſſuages, Farms, Lands, Tenements and Premiſſes, hereby or mentioned or intended to be hereby granted and releaſed, from and immediately after the End, Expiration, or other ſooner Determination of the ſaid ſeveral and reſpective Uſes and Eſtates herein before thereof reſpectively limited, and as the ſame ſhall reſpectively end and determine, to the Uſe of the ſaid *Zouch Zedd* and *Caleb Cox*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of ſix hundred Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared of and concerning the ſame. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of ſix hundred Years, then to the Uſe and Behoof of the firſt Son of the Body of the ſaid *Arthur Axby* on the Body of the ſaid *Flora* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the Body of the ſaid *Arthur Axby* on the Body of the ſaid *Flora* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and of all and every other Son and Sons of the Body of the ſaid *Arthur Axby* on the Body of the ſaid *Flora* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the elder of ſuch Sons and the Heirs Male of his Body iſſuing always to be preferred and to take before the younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then to the Uſe of the ſaid *Guy Gill* and *Jeffrey Judd*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of one thouſand Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein-after mentioned, expreſſed and declared, of and concerning the ſame. And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of one thouſand Years, then to the Uſe and Behoof of the Heirs Male of the Body of the ſaid *Arthur Axby* the Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid Sir *Arthur Axby* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; And from and after his Deceaſe, then to the Uſe and Behoof of *Luke Axby*, Eſq; (ſecond Son of the ſaid Sir *Arthur Axby*) and of the Heirs Male of the Body of the ſaid *Luke Axby* lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of *George Axby*, Eſq; (third Son of the ſaid Sir *Arthur Axby*) and of the Heirs Male of the Body of the ſaid *George Axby* lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of *Mark Axby* (fourth Son of the ſaid Sir *Arthur Axby*) for and during the Term of his natural Life (charged and chargeable nevertheleſs with, and ſubject and liable to the Payment of one Annuity, yearly Rent or Sum of 300 *l.* of lawful Money of *Great Britain*,) unto *Noah Axby*, Eſq; (fifth Son of the ſaid Sir *Arthur Axby*) during the Life of the ſaid

to the Uſe of the Huſband for Life, *ſans* Waſte; Then to Truſtees, to ſupport, *&c.*

And as to the whole (ſubject as before)

to Truſtees for a Term,

ſans Waſte, upon Truſts after declared.

Then to the Uſe of the firſt and other Sons of the Marriage ſucceſſively in Tail Male.

Remainder to Truſtees for a Term, *ſans* Waſte,

upon Truſts afterdeclared;

Remainder to the Heirs Male of the Body of the Huſband; Remainder to the Father for Life, *ſans* Waſte; Remainder to his ſecond Son in Tail Male; Remainder to his third Son in Tail Male; Remainder to his fourth Son for Life, ſubject to an Annuity for his fifth Son;

Mark Axby; the ſame Annuity to be paid and payable on the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Portions; the firſt Payment thereof to begin and to be made on ſuch of the ſame Feaſts as ſhall firſt and next happen after he the ſaid *Mark Axby* ſhall come to, and be in the actual Poſſeſſion of the Premiſſes, or any Part thereof, by Virtue of theſe Preſents; And after the Deceaſe of the ſaid *Mark Axby*, then to the Uſe and Behoof of the ſaid *Noah Axby*, and of the Heirs Male of his Body lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid Sir *Arthur Axby*, and of his Heirs and Aſſigns for ever. And as to, for and concerning the ſaid Term of ninety-nine Years, herein before-limited to the ſaid *Martin May* and *Ralph Rood*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſame is ſo limited to them, in Truſt for the farther and better ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 600*l.* to the ſaid *Flora Ewden* and her Aſſigns for her Life, in lieu of her Dower, at the Days and Times, and in Manner aforeſaid. And therefore if the ſame Annuity or yearly Rent, or any Part thereof, ſhall happen to be behind and unpaid to her the ſaid *Flora Ewden* or her Aſſigns, by the Space of forty Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Martin May* and *Ralph Rood*, their Executors, Adminiſtrators and Aſſigns, from Time to Time, by and out of the Rents, Iſſues and Profits of the ſaid Meſſuages, Farms, Lands, Tenements and Hereditaments ſo to them limited for ninety-nine Years as aforeſaid, or by demiſing, leaſing or mortgaging the ſame Premiſſes, or any Part thereof, for all or any Part of the ſaid Term of ninety-nine Years therein, or by ſuch other Ways or Means as to them the ſaid *Martin May* and *Ralph Rood*, their Executors, Adminiſtrators or Aſſigns ſhall ſeem meet, to raiſe and levy ſuch Sum and Sums of Money as ſhall be ſufficient from Time to Time to pay and ſatisfy unto her the ſaid *Flora Ewden* and her Aſſigns, during her natural Life, the ſaid Annuity, yearly Rent or Sum of 600*l.* or ſo much thereof as ſhall from Time to Time ſo happen to be in Arrear and unpaid, together with all ſuch Coſts, Charges, Damages and Expences as ſhe the ſaid *Flora Ewden*, or the ſaid *Martin May* and *Ralph Rood*, their Executors, Adminiſtrators or Aſſigns, or any of them ſhall ſuſtain, expend or be put unto, for or by reaſon of the Non-payment thereof, at the Days and Times, and in Manner firſt herein before in that Behalf mentioned, and ſhall and do pay, apply and diſpoſe of the ſame accordingly. And upon this farther Truſt, that they the ſaid *Martin May* and *Ralph Rood*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons as for the Time being ſhall be next in Reverſion or Remainder of the ſaid laſt-mentioned Premiſſes expectant upon the ſaid Term of ninety-nine Years, to receive and take the Reſidue and Overplus of the Rents, Iſſues and Profits of the ſame Premiſſes (over and above ſo much thereof as ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid Annuity or yearly Sum of 600*l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times, and in Manner herein before in that Behalf mentioned) to and for his and their own Uſe and Benefit. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That from and after the Deceaſe of the ſaid *Flora Ewden*, and Payment of all Arrears which ſhall be then due of the ſaid Annuity or yearly Sum of 600*l.* (if any ſuch ſhall then happen to be) together with all Coſts, Charges, Damages and Expences attending the Execution of the aforeſaid Truſts; Then and at all Times from thenceforth the ſaid Term of ninety-nine Years, of and in the ſaid laſt-mentioned Premiſſes, or ſo much thereof as ſhall remain undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary notwithſtanding. And whereas ſome Part of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in *Foſton* aforeſaid were by Indenture quinquepartite bearing Date the fourth Day of *October* 1693, made upon the Marriage of the ſaid Sir *Arthur Axby* with the ſaid Dame *Dorothy* his now Wife, limited to *Owen Owen* and *Philip Owen*, Eſqrs. their Executors, Adminiſtrators

Remainder to the fifth Son in Tail Male; Remainder in Fee to the Father.

The Truſt of the firſt Term declared,

for the better ſecuring the Payment of the Annuity to the Wife.

And by Demiſe, &c. to raiſe the ſame, &c.

And to permit Perſons intitled to take the reſt of the Profits.

Proviſo for the ceaſing of this Term.

Recital of a Term created on the Father's Marriage,

Adminiſtrators and Aſſigns, for the Term of five hundred Years, in Truſt for the raiſing and paying of the Sum of 3000*l.* unto or for the Benefit of *George Axby*, *Robert Axby* and *Samuel Axby*, younger Brothers of the ſaid Sir *Arthur Axby*, at ſuch Times and in ſuch Manner as in the ſame Indenture are mentioned and appointed, which ſaid Sum of 3000*l.* hath been ſince raiſed and levied by Mortgage of the ſaid Term of five hundred Years of and in the Premiſſes therein comprized, or ſome Part thereof, and which ſaid Mortgage is yet ſubſiſting and ſtanding out; And whereas it hath been agreed by and between all the ſaid Parties to theſe Preſents, that in conſideration of the Premiſſes, the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in *Foſton* aforeſaid, compriſed in the ſaid Term of five hundred Years, ſhould by the ſaid Term of four hundred Years, and the Premiſſes therein compriſed, be ſaved harmleſs and indemnified of and from the aforeſaid Sum of 3000*l.* and all Intereſt due or hereafter to grow due for the ſame, and every or any Part thereof, not only during the joint Lives of them the ſaid Sir *Arthur Axby* and *Arthur Axby*, but alſo during the Life of the ſaid *Flora Ewden*, in caſe ſhe ſhall, after the ſaid intended Marriage had, happen to ſurvive and overlive the ſaid *Arthur Axby* her intended Huſband: Now therefore, for the Purpoſe aforeſaid, it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, that the ſaid Term of four hundred Years herein before-limited to the ſaid *Martin May* and *Ralph Rood*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, is ſo limited to them upon this ſpecial Truſt and Confidence, and to the Intent and Purpoſe that they the ſaid *Martin May* and *Ralph Rood*, their Executors, Adminiſtrators and Aſſigns, ſhall and do by Sale or Mortgage of the ſaid Meſſuages, Lands, Tenements and Hereditaments compriſed in the ſaid Term of four hundred Years, or any Part thereof, or by and with the Rents and Profits of the ſame Premiſſes, in the mean time and until ſuch Sale, raiſe and levy ſuch Sum and Sums of Money as ſhall be ſufficient to pay and ſatisfy all ſuch Loſs, Coſts, Charges, Damages and Expences as the ſaid *Arthur Axby*, during the joint Lives of him and the ſaid Sir *Arthur Axby*, or the ſaid *Flora Ewden*, in caſe ſhe ſurvive the ſaid *Arthur Axby*, or either of them ſhall ſuſtain or be put unto, by reaſon of the ſaid 3000*l.* or the Intereſt thereof, due or to grow due for the ſame, and ſhall and do pay and apply the ſame accordingly. And upon this farther Truſt, that they the ſaid *Martin May* and *Ralph Rood*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, ſubject to the Truſt herein before declared concerning the ſaid Term of four hundred Years, permit and ſuffer the ſaid Sir *Arthur Axby*, or ſuch other Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the ſame Premiſſes expectant on the ſaid Term of four hundred Years ſhall for the Time being belong by Virtue of the Limitations afore-mentioned, to receive and take the Rents and Profits thereof, to and for his and their own Uſe and Benefit. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Deceaſe of the Survivor of them the ſaid *Arthur Axby* and *Flora Ewden*, and Performance of the Truſts of the ſaid Term of four hundred Years, and Payment of all Coſts and Charges attending the Execution of the ſaid laſt-mentioned Truſts, then and at all Times from thenceforth the ſaid Term of four hundred Years of and in the ſaid laſt-mentioned Premiſſes ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And as to, for and concerning the ſaid Term of ſix hundred Years herein before-limited to the ſaid *Zouch Zedd* and *Caleb Cox*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them, upon ſuch Truſts, and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after-mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, that in caſe there ſhall be one or more Child or Children of the Body of the ſaid *Arthur Axby* on the Body of the ſaid *Flora* his intended Wife begotten (beſides an eldeſt or only Son) then upon Truſt that they the ſaid *Zouch Zedd* and *Caleb Cox*, their Executors, Adminiſtrators and Aſſigns ſhall and do, either in the Life-time of the ſaid *Arthur Axby* the Son, with his Conſent, or elſe not till after his Deceaſe, by Demiſe, Sale or Mortgage of the ſaid Term of ſix hundred Years of and in the ſaid

for raiſing a Sum for his younger Brothers,

which has been raiſed by a Mortgage ſtill ſubſiſting.

And that 'tis agreed that the Premiſſes therein comprized ſhall be indemnified by the ſecond Term hereby created, *&c.*

The Truſt of the ſecond Term declared for that Purpoſe;

And the Truſtees may by Sale, *&c.* raiſe ſufficient for that Purpoſe,

and (ſubject to the Truſt) permit the Perſons intitled to take the Profits,

Proviſo for the ceaſing of this Term.

Truſt of the third Term declared;

To raiſe Portions for younger Children.

Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes therein compriſed, or of a competent Part thereof, or by ſuch other Ways and Means as they or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy, or borrow and take up at Intereſt the Sum of 8000 *l.* of lawful Money of *Great Britain*, for the Portion and Portions of all and every ſuch Child or Children (not being an eldeſt or only Son as aforeſaid) the ſame to be paid in manner following; that is to ſay, if but one ſuch Child, then the ſaid whole Sum of 8000 *l.* to be paid to ſuch only Child; and if two or more ſuch Children, then the ſaid Sum of 8000 *l.* to be paid to and be equally divided amongſt them, Share and Share alike; the ſaid Portion or Portions of ſuch Child or Children to be paid in manner following; that is to ſay, to ſuch of them as ſhall be a Son or Sons at the Age of twenty-one Years, and to ſuch of them as ſhall be a Daughter or Daughters at the Age of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid *Arthur Axby* the Son, but if in his Life-time, then within three Months after his Deceaſe, and not ſooner, unleſs by his expreſs Conſent. And upon this farther Truſt, that they the ſaid *Zouch Zedd* and *Caleb Cox*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents, Iſſues and Profits of the ſame Manor, Meſſuages, Farms, Lands, Hereditaments and Premiſſes, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children (not being an eldeſt or only Son as aforeſaid) in the mean time, from the Deceaſe of the ſaid *Arthur Axby* the Son, and until their Portions ſhall become payable reſpectively as aforeſaid, as to the ſame Truſtees, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall ſeem meet; ſuch yearly Maintenance, if but one ſuch Child, not exceeding the Intereſt of his or her Portions after the Rate of 3 *l.* *per Cent. per Annum*; and if two or more ſuch Children, not exceeding the Intereſt of their reſpective Portions after the Rate of 4 *l.* *per Cent. per Annum*. And upon this farther Truſt, that they the ſaid *Zouch Zedd* and *Caleb Cox*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, until ſome one of the ſaid Portions ſhall become payable, permit and ſuffer ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the ſame Premiſſes expectant upon the ſaid Term of ſix hundred Years ſhall for the Time being belong or appertain by Virtue of theſe Preſents, to receive and take the Reſidue and Overplus of the Rents, Iſſues and Profits of the ſame Premiſſes, over and above ſo much thereof as ſhall be from Time to Time paid or payable for the Maintenance and Education of ſuch Child or Children as aforeſaid. Provided always, that in caſe any of the ſame Children, being a Son or Sons, ſhall happen to die before the Age of twenty-one Years, or being a Daughter or Daughters, before the Age of twenty-one Years or Marriage, then the Portion or Portions of ſuch of them ſo dying, ſhall go and be paid unto and be equally divided amongſt the Survivors or Survivor of them, when the original Portion or Portions of ſuch ſurviving Child or Children ſhall become payable as aforeſaid. Provided alſo, that in caſe all the ſame Children ſhall happen to die before ſuch their ſaid reſpective Age or Marriage as aforeſaid, then and in ſuch caſe the ſaid Monies ſo to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of the Perſon or Perſons to whom the next and immediate Eſtate of Freehold or Inheritance expectant on the ſaid Term of ſix hundred Years ſhall for the Time being belong by Virtue of the Limitations aforeſaid, and ſo much thereof as ſhall be then raiſed ſhall be paid to the ſame Perſon or Perſons. Provided alſo, that no ſuch Demiſe, Sale or Mortgage as aforeſaid ſhall be made, until ſome one of the Portions of the ſame Children ſhall become payable as aforeſaid. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe there ſhall be no ſuch Child or Children of the Body of the ſaid *Arthur Axby* on the Body of the ſaid *Flora* his intended Wife to be begotten (other than an eldeſt or only Son as aforeſaid) or there being ſuch Child or Children, all of them ſhall happen to die before ſuch their ſaid reſpective Age or Marriage; or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for the Portion or Portions of ſuch Child or Children as aforeſaid, and alſo ſuch Maintenance in the mean time, and until

A Sum certain.

When payable; and in what Manner;

And Maintenances in the mean time,

not exceeding certain Rates of Intereſt, in different Events;

and in the mean time to permit Perſons intitled to receive the Reſidue of the Profits.

Proviſo for Benefit of Survivorſhip among the younger Children.

If all ſuch Children die before twenty-one or Marriage, the Money not to be raiſed.

No Demiſe, *&c.* to be made until a Portion payable.

If no ſuch Child, or all die before twenty-one or Marriage, or if Portions and Maintenances paid,

the ſame Portion and Portions ſhall become payable as aforeſaid, ſhall be by the ſaid laſt named Truſtees, their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the ſame Premiſſes expectant upon the ſaid Term of ſix hundred Years, paid, or to the Good-liking of the ſame Truſtees, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſecured to be paid, according to the Purport, true Intent and Meaning of theſe Preſents; Then and in every or any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of ſix hundred Years, of and in the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any thing herein contained to the contrary thereof notwithſtanding. And as to, for and concerning the ſaid Term of one thouſand Years herein before limited to the ſaid *Guy Gill* and *Jeffrey Judd*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, that in caſe the ſaid *Arthur Axby* ſhall happen to die without Iſſue Male of his Body on the Body of the ſaid *Flora* his intended Wife to be begotten, or that the Iſſue Male between them begotten ſhall happen to die without Iſſue Male of his or their Body or Bodies coming, and that there be Iſſue one or more Daughter or Daughters of the Body of the ſaid *Arthur Axby* on the Body of the ſaid *Flora* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after, then upon Truſt that they the ſaid *Guy Gill* and *Jeffrey Judd*, their Executors, Adminiſtrators or Aſſigns, ſhall and do, either in the Life-time of the ſaid *Arthur Axby* the Son, with his Conſent, or elſe not till after his Deceaſe, by Sale or Mortgage of the ſaid Term of one thouſand Years, of and in the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes therein comprized, or of and in a competent Part thereof, and by and with the Rents, Iſſues and Profits of the ſame Premiſſes, in the mean time and until ſuch Sale over and above ſuch Part thereof as ſhall be applied for the Maintenance and Education of ſuch Daughter or Daughters, as herein after is mentioned, raiſe and levy, or borrow and take up at Intereſt the Sum of 8000*l.* of lawful Money of *Great Britain*, for the Portion or Portions of all and every ſuch Daughter and Daughters; the ſame to be paid in manner following; that is to ſay, If but one ſuch Daughter, then the ſaid whole Sum of 8000*l.* to be paid to ſuch only Daughter; and if two or more ſuch Daughters, then the ſaid Sum of 8000*l.* to be paid to and to be equally divided amongſt them Share and Share alike; the ſaid Portion or Portions of ſuch Daughter or Daughters to be paid to them reſpectively, as and when they ſhall reſpectively attain their reſpective Ages of twenty-one Years or be married, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid *Arthur Axby* the Son; but if in his Life-time, then within three Months after his Deceaſe, and not ſooner, unleſs by his expreſs Conſent: So always, that in caſe any of the ſaid Daughters ſhall happen to die before her or their ſaid Age of twenty-one Years or Day of Marriage as aforeſaid, then the Portion or Portions of her or them ſo dying ſhall go and be paid amongſt the Survivors and Survivor of them, when the original Portion or Portions of ſuch Surviving Daughter or Daughters ſhall become payable by virtue of theſe Preſents: And ſo alſo, that in caſe all the ſaid Daughters ſhall happen to die before any of them ſhall attain the Age of twenty-one Years or be married, then the ſaid Sum or Sums of Money appointed to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of ſuch Perſon or Perſons to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one thouſand Years ſhall for the Time being belong, by virtue of the Limitations above-mentioned; and ſo much thereof as ſhall be then raiſed, ſhall be paid to ſuch Perſon or Perſons in Reverſion or Remainder as aforeſaid,

or ſecured by the Remainderman, &c.

then this Term to ceaſe.

The Truſt of the fourth Term declared.

If no Iſſue Male, but a Daughter or Daughters,

then to raiſe a Sum certain,

for her or their Portions,

payable at Twenty-one or Marriage, if their Father be dead, elſe not till three Months after his Deceaſe, unleſs by his Conſent; with Benefit of Survivorſhip among the Daughters. If all die under Twenty-one and unmarried, the Sum not to be raiſed.

And Power to raiſe Maintenances (after their Father's Death) until Portions payable,

ſaid. And upon this farther Truſt, that they the ſaid *Guy Gill* and *Jeffrey Judd*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents, Iſſues and Profits of the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, in the mean time, from and after the Deceaſe of the ſaid *Arthur Axby* the Son, and Failure of Iſſue Male of his Body by the ſaid *Flora* as aforeſaid, and until the ſaid Portion or Portions of the ſaid Daughter or Daughters ſhall become payable reſpectively as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Daughter and Daughters, as to them the ſaid laſt named Truſtees, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall ſeem meet;

at different Rates of Intereſt, upon different Events,

ſuch yearly Maintenance, if but one ſuch Daughter, not exceeding the Intereſt of her Portion after the Rate of 3 *l. per Cent. per Annum*; and if two ſuch Daughters and no more, not exceeding the Intereſt of their reſpective Portions, after the Rate of 4 *l. per Cent. per Annum*; and if three or more ſuch Daughters, not exceeding the Intereſt of their ſaid reſpective Portions, after the Rate of 5 *l. per Cent. per Annum*. And upon this farther Truſt, that they the ſaid *Guy Gill* and *Jeffrey Judd*, their Executors, Adminiſtrators and Aſſigns ſhall and do permit and ſuffer

and ro permit the Perſons intitled to enjoy the Reſidue of the Profits beyond the Maintenances.

ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one thouſand Years ſhall for the Time being belong, by virtue of the Limitations afore-mentioned, until ſome or one of the ſame Portions ſhall become payable, to receive and take the Reſidue and Overplus of the ſaid Rents and Profits of the ſame Premiſſes, over and above ſo much thereof as ſhall be from Time to Time paid or payable for the reſpective

No Sale, &c. of this Term until a Portion payable. If no ſuch Daughter attain Twenty-one or Marriage,

Maintenances and Education of ſuch Daughter and Daughters. Provided always, that no ſuch Sale or Mortgage as is laſt herein before mentioned ſhall be made, until ſome one of the ſaid laſt mentioned Portions ſhall become payable by virtue of theſe Preſents. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe there ſhall be no ſuch Daughter or Daughters of the Body of the ſaid *Arthur Axby* on the Body of the ſaid *Flora* his intended Wife begotten at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time after; or there being ſuch Daughter or Daughters, all of them ſhall happen to die before they or any of them ſhall attain the Age of twenty-

or if Portions and Maintenances paid,

one Years or be married; or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for ſuch Daughters Portions as aforeſaid, and alſo ſuch Maintenance in the mean time and until the ſame Portions ſhall become payable as aforeſaid, ſhall be by the laſt named Truſtees, their Executors, Adminiſtrators or Aſſigns, raiſed, levied and paid, by the Ways and Means in that Behalf aforementioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the ſame Premiſſes expectant upon the ſaid Term

or ſecured by Remainderman; or if ſuch Daughters preferred by their Father, &c. in whole or Part, the Surplus to be raiſed only.

of one thouſand Years, paid, or to the Good-liking of the ſaid *Guy Gill* and *Jeffrey Judd*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents; or in caſe all and every the ſaid Daughter or Daughters ſhall be preferred in Marriage by the ſaid *Arthur Axby* the Son in his Life-time, with Portions equal to or exceeding the Portions hereby for them provided; or in caſe Lands, or Tenements of Inheritance of like Value or more, ſhall deſcend or come to the ſaid Daughters by or from the ſaid *Andrew Axby* the Son; or if ſuch Portions or Lands be not equal in Value to the Portions hereby for them provided, Then in caſe the ſaid laſt named Truſtees, their Executors, Adminiſtrators or Aſſigns, ſhall by the Ways and Means aforeſaid raiſe and levy ſo much Monies as ſhall make up the Portions or Value of the Lands ſo advanced, given or left by the ſaid *Arthur Axby* the Son, with or to his ſaid Daughters, full ſo much as the ſaid Portions

and then this Term, &c. to ceaſe.

hereby provided for them ſhall amount unto; Then and in any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of one thouſand Years, of and in the ſaid Manor, Meſſuages, Farms, Lands, Hereditaments, and Premiſſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of, for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contain-

Money raiſed by the third Term and paid, to be accepted in Part,

ed to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, That whatever Monies ſhall be raiſed and paid unto and for ſuch Daughter or Daughters,

ters, by virtue of the aforeſaid Term of ſix hundred Years, ſhall be accepted and taken as and in part of the Monies to be raiſed for her or them, by virtue of the ſaid Term of one thouſand Years, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in caſe the ſaid *Flora* ſhall (after the ſaid intended Marriage had) happen to die in the Life-time of the ſaid *Arthur Axby* and Dame *Dorothy* his now Wife, or either of them, and before either of the ſaid Sums of 8000*l.* and 8000*l.* herein before provided or agreed to be raiſed for the Portion or Portions of the ſaid Daughter or Daughters, and younger Son or Sons, or Daughter or Daughters only, in caſe of Failure of Iſſue Male of the Body of the ſaid *Arthur Axby* on the Body of the ſaid *Flora* to be begotten, as the Caſe may be, ſhall become payable to them or any of them reſpectively by virtue of theſe Preſents, then and in ſuch Caſe, and not otherwiſe, the ſaid Term of ſix hundred Years herein before limited to the ſaid *Zouch Zedd* and *Caleb Cox*, their Executors, Adminiſtrators and Aſſigns, and the ſaid Term of one thouſand Years herein before limited to the ſaid *Guy Gill* and *Jeffrey Judd*, their Executors, Adminiſtrators and Aſſigns, ſhall as to all and every the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in *Bow*, *Endy* and *Abcot*, in the ſaid County of *Cambridge*, and in *Colwell* in the ſaid County of *Hertford*, from thenceforth ceaſe, determine, and be utterly void, to all Intents and Purpoſes. And then alſo, and in ſuch Caſe, the ſaid Portion or Portions, and Maintenance as aforeſaid, and every Part thereof, ſhall from thenceforth remain and continue only charged and chargeable upon and payable out of the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in *Foſton* and *Netham* aforeſaid, and every of them, and upon the ſaid two ſeveral and reſpective Terms of ſix hundred Years and one thouſand Years therein, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided likewiſe, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in caſe the ſaid Sir *Arthur Axby* and Dame *Dorothy* his Wife, ſhall (after the ſaid intended Marriage had) happen to die in the Life-time of the ſaid *Flora Ewden*, and before either of the ſaid Sums of 8000*l.* and 8000*l.* herein before provided or agreed to be raiſed for the Portion or Portions of the Daughter or Daughters, and younger Son or Sons, or Daughter or Daughters only, in caſe of Failure of Iſſue Male of the Body of the ſaid *Arthur Axby* on the Body of the ſaid *Flora* to be begotten, as the Caſe may be, ſhall become payable to them or any of them reſpectively by virtue of theſe Preſents, then and in ſuch Caſe, and not otherwiſe, the ſaid Term of ſix hundred Years herein before limited to the ſaid *Zouch Zedd* and *Caleb Cox*, their Executors, Adminiſtrators and Aſſigns, and the ſaid Term of one thouſand Years herein before limited to the ſaid *Guy Gill* and *Jeffrey Judd*, their Executors, Adminiſtrators and Aſſigns, ſhall, as to all and every the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in *Foſton* and *Netham* aforeſaid, and of every of them, from thenceforth ceaſe, determine and be utterly void, to all Intents and Purpoſes; And then alſo and in ſuch Caſe the ſaid Portion or Portions, and Maintenances as aforeſaid, and every Part thereof, ſhall from thenceforth remain and continue only charged and chargeable upon and payable out of the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in *Bow*, *Endy* and *Abcot* in the ſaid County of *Cambridge*, and in *Colwell* in the ſaid County of *Hertford*, and upon the ſaid two ſeveral and reſpective Terms of ſix hundred Years and one thouſand Years therein, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. Provided always, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid *Arthur Axby* ſhall happen to ſurvive and outlive the ſaid *Flora* his intended Wife, then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *Arthur Axby*, at any Time or Times during his Life, by any Deed or Deeds, Writing or Writings under his Hand and Seal, to be by him ſigned and ſealed in the Preſence of two or more credible Witneſſes, to aſſign, limit or appoint any Part or Parts of the ſaid Manor, Meſſuages, Lands, Hereditaments and Premiſſes (without Prejudice nevertheleſs to the raiſing and levying of the aforeſaid

Proviſo, if the intended Wife dies, living the Huſband's Father or Mother, and before any of the Money for Portions under either the third or fourth Term becomes payable, then the third and fourth Terms are to ceaſe as to Part of the Lands, and to continue as to other Part.

But if the Huſband's Father and Mother die, living the intended Wife, and before any of the Portions payable, then the third and fourth Terms are to ceaſe as to the laſt mentioned Part of the Lands, and the Portions to be charged upon the other Part.

Proviſo if the Huſband ſurvive the Wife, he may (without Prejudice to the Portions, or Eſtates for Life of his Father and Mother) make a Jointure to any future Wife,

aforeſaid Portions, and Maintenances, and alſo without Prejudice to the Eſtates for Life of the ſaid Sir *Arthur Axby* and Dame *Dorothy* his Wife, in the Premiſſes in *Bow*, *Endy* and *Abcot* aforeſaid, to them reſpectively limited as aforeſaid) unto any Woman or Women which the ſaid *Arthur Axby* ſhall afterwards marry, either before or after ſuch Marriage, for the Life or Lives of ſuch Woman or Women, for her or their Jointure or Jointures, not exceeding in the whole the yearly Sum or Value of 400*l.* Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid Sir *Arthur Axby* and *Arthur Axby* the Son, as and when they ſhall reſpectively be in the Poſſeſſion of the Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, by virtue of the Limitation afore-mentioned, at any Time or Times hereafter, during their reſpective Lives, by Indenture under their reſpective Hands and Seals, to demiſe or leaſe the ſame, or any Part thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every of ſuch Leaſes there be contained a Clauſe of Re-entry, for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid Sir *Arthur Axby* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Ezekiel Ewden*, his Executors and Adminiſtrators, that the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, out of which the ſaid Annuity, yearly Rent or Sum of 600*l.* is herein before limited and appointed to be iſſuing and payable, are now of the clear yearly Rent or Value of 800*l.* over and above all Reprizes, Parliamentary Taxes only excepted. And farther, that all and every the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, hereby or mentioned or intended to be hereby granted and releaſed, are now together of the clear yearly Value of 2000*l.* over and above all Reprizes, Parliamentary Taxes only excepted. And the ſaid Sir *Arthur Axby* and *Arthur Axby* do, and each of them doth for themſelves and each of them, their and each of their Heirs, Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid *Guy Gill* and *Jeffrey Judd*, their Heirs, Executors and Adminiſtrators, in manner and Form following; that is to ſay, That all and every the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be, to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively as aforeſaid; and ſhall and may be accordingly peaceably and quietly had, held and enjoyed, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption of or by them the ſaid Sir *Arthur Axby* and *Arthur Axby*, or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſame Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them, or either or any of them, or from, by or under any of the Anceſtors of the ſaid Sir *Arthur Axby* (except as is herein after excepted); and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid Sir *Arthur Axby*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Right and Title of Dower, Uſes, Truſts, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Rents, Arrears of Rent, and of, from and

with Reſtriction as to the *Quantum*.

Leaſing Power to Father and Son reſpectively, when in poſſeſſion,

with Reſtrictions in Poſſeſſion.

Rent reſerved,

without Fine,

not *ſans* Waſte,

with Clauſe of Re-entry for Non-payment.

Leſſees to execute Counterparts.

The Father covenants that the Jointure Lands are of a certain yearly Value.

The like as to all the ſettled Lands.

The Father and Son covenant with Truſtees for quiet Enjoyment,

(with Exception as after)

againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid Sir *Arthur Axby* and *Arthur Axby*, or either of them, or any of the Anceſtors of the ſaid Sir *Arthur Axby*, or by or under their or either or any of their Act, Means, Aſſent, Conſent or Procurement, other than and except ſuch Leaſes of the Premiſſes or any Part thereof, for twenty-one Years or under, whereupon the improved yearly Rent is reſerved and made payable, and other than and except the ſaid Reſidue of the ſaid Term of five-hundred Years, by the ſaid recited Indenture of the fourth of *December* 1693 limited to the ſaid *Owen Owen* and *Philip Owen*, their Executors, Adminiſtrators and Aſſigns as aforeſaid; and other than and except the Reſidue of one other Term of ſix hundred Years, of and in the Premiſſes, or ſome Part thereof, in and by the ſame Indenture limited to the ſaid *Guy Gill*, *Nicholas May*, and *Saul Slow*, Eſq; and the ſaid *Owen Owen* and *Philip Owen*, their Executors and Adminiſtrators, in Truſt for raiſing ſuch Portions and Maintenance for the younger Children of the ſaid Sir *Arthur Axby* by the ſaid Dame *Dorothy* his Wife, as in the ſame Indenture are in that Behalf directed and agreed to be raiſed, ; upon which ſaid laſt mentioned Term and Premiſſes therein comprized, only the Sum of 4000*l.* is due and payable to the ſaid *George Axby*, *Mark Axby* and *Noah Axby*, the three youngeſt Sons of the ſaid Sir *Arthur Axby*, for their Portions, the ſaid *Luke Axby* his ſecond Son having already received his Portion provided for him by Virtue of the ſaid laſt mentioned Indenture. And moreover that they the ſaid Sir *Arthur Axby* and *Arthur Axby* and their Heirs, and all and every other Perſon or Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or any Part thereof, from, by or under, or in Truſt for them, or either or any of them, or from, by or under the Anceſtors of the ſaid Sir *Arthur Axby* (other than and except the ſaid *Owen Owen* and *Philip Owen*, their Executors, Adminiſtrators and Aſſigns, for and in reſpect only of the ſaid excepted Term of five hundred Years, and other than and except the ſaid *Guy Gill*, *Nicholas May*, *Saul Slow*, *Owen Owen* and *Philip Owen*, their Executors, Adminiſtrators and Aſſigns, in reſpect of the ſaid Term of ſix hundred Years for raiſing the ſaid 4000*l.* and except the ſeveral Leſſees of the Premiſſes or any Part thereof, and their reſpective Executors, Adminiſtrators and Aſſigns, for and in reſpect only of ſuch their excepted Leaſes as aforeſaid) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Reqneſt of the ſaid *Guy Gill* and *Jeffry Judd*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, but at the Coſts and Charges in the Law of the ſaid Sir *Arthur Axby* and *Arthur Axby*, their Heirs, Executors or Adminiſtrators, or ſome of them, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch farther and other lawful and reaſonable Acts, Deeds and Things, Deviſes, Conveyances and Aſſurances in the Law whatſoever, be it by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, for the farther, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively, as by the ſaid *Guy Gill* and *Jeffrey Judd*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch farther Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel from his or their then reſpective Dwellings or Places of Abode. And laſtly the ſaid Sir *Arthur Axby*, in conſideration of the ſaid intended Marriage and Marriage-Portion, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, farther covenant, promiſe, grant and agree, to and with the ſaid *Ezekiel Ewden*, his Executors and Adminiſtrators, that he the ſaid Sir *Arthur Axby*, his Executors and Adminiſtrators,

viz. Except Leaſes, and a Term before-mentioned,

and another Term for raiſing Portions,

upon which only a Sum certain is due,

and to make farther Aſſurances.

with the ſame Exceptions.

The Huſband's Father covenants with the Wife's Father to diſcharge the Portions due upon the laſt excepted Term,

or ſome of them, ſhall and will pay, ſatisfy aad diſcharge the ſaid Sum of 4000*l.* due to his ſaid three youngeſt Sons for their Portions as aforeſaid, as and when the ſame ſhall reſpectively become due; and alſo all ſuch Monies (if any) as in the mean time ſhall incur and grow due to them or any of them, for their reſpective Maintenances, or for Intereſt of their reſpective Portions; And alſo ſhall and will thereupon cauſe and procure the ſaid laſt mentioned Term of ſix hundred Years to be ſurrendered, or otherwiſe to be aſſigned, to attend the Inheritance of the Premiſſes therein comprized, and to be ſubſervient to the Uſes, Truſts and Eſtates herein before limited or declared of or concerning the ſame; And likewiſe ſhall and will in the mean time ſave, defend, keep harmleſs and indemnified the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, hereby or mentioned or intended to be hereby granted and releaſed, and every of them and every Part thereof, of, from and againſt the ſaid Sum of 4000*l.* and every Part thereof and all Intereſt due or to grow due for the ſame or any Part thereof; and of, from and againſt all other the Truſts and Agreements, in and by the ſaid Indenture of the fourth of *December* 1693, mentioned, expreſſed or declared of or concerning the ſaid laſt mentioned Term of ſix hundred Years, or any of the Meſſuages, Lands or Hereditaments therein comprized, or intended ſo to be. In witneſs, *&c.*

and to procure it to be ſurrendered or aſſigned,

and in the mean time to indemnify againſt the Money due thereon, and Intereſt, *&c.*

N° 5. *A Marriage-Settlement, in which the Lady's Mother pays Half the Portion to the Huſband, and Half to Truſtees. A Term for Pin-Money. A Rent-Charge, free of Taxes, for a Jointure, in bar of Dower. Uſual Limitations in Tail. Several Terms raiſed for better Payment of the Jointure, and to raiſe Portions for younger Children. Leaſing Power, and uſual Covenants. The Truſt of the Moiety of Portion is, the Profits to the Huſband for Life; then the Principal to younger Children,* &c. *If none, to the Executors,* &c. *of the Huſband. Powers to place it out,* &c.

THIS Indenture quinquepartite, made the twentieth Day of *July Anno Domini* 1726, and in the twelfth Year of the Reign of our Sovereign Lord *George, &c.* between *Adam Arden* of *Bigbury Court* in the County of *Cardigan*, Eſq; only Son and Heir of *Daniel Arden* late of the ſame Place, Eſq; deceaſed, by *Eſther* his late Wife alſo deceaſed, of the firſt Part, *Felix Fern* of the Pariſh of *Graton* in the County of *Hereford*, Eſq; and *Jervas Jorden* of the *Inner Temple, London*, Eſq; of the ſecond Part, *Kenedy Killin* of *Latton* in the ſaid County of *Cardigan*, Eſq; and *Matthew Moſs* of the Pariſh of *Newhall* in the ſaid County of *Hereford*, Eſq; of the third Part, *Oliver Arden* of the City of *London*, Eſq; and *Philip Potts* of the *Inner Temple* aforeſaid, Gent. of the fourth Part, and *Ruth Row* of *Sundon* in the County of *Wilts*, Widow, and Relict of *Zacharias Row* late of *Aſh* in the County of *Bucks*, Eſq; deceaſed, and *Celia Row*, Spinſter, one of the Daughters of the ſaid *Zacharias Row* by the ſaid *Ruth Row*, of the fifth Part. Whereas a Marriage is intended by the Grace of God to be ſhortly had and ſolemnized between the ſaid *Adam Arden* and the ſaid *Celia Row*; And whereas the ſaid *Ruth Row* hath agreed to pay and advance the Sum of 12000*l.* of lawful Money of *Great Britain*, in the Proportions and Manner herein after-mentioned, as and for the Marriage-Portion of the ſaid *Celia Row* her Daughter: Now this Indenture witneſſeth, That in conſideration of the ſaid intended Marriage, and of the Sum of 6000*l.* of lawful Money of *Great Britain*, to the ſaid *Adam Arden* in hand paid by the ſaid *Ruth Row*, at or before the Enſealing and Delivery of theſe Preſents, and of the farther Sum of 6000*l.* of like Money, to the ſaid *Oliver Arden* and *Philip Potts* (with the Privity, Conſent and Approbation of the ſaid *Adam Arden*, teſtified by his being a Party to, and his Sealing and Delivery of theſe Preſents) in hand likewiſe paid by the ſaid *Ruth Row*, at or before the Enſealing and Delivery of theſe Preſents, to be by them applied and diſpoſed of, upon the Truſts, and to and for the Intents and Purpoſes, and in manner herein after mentioned and expreſſed of and concerning the ſame; the Receipt and Payment of which ſaid

The Parties.

The intended Marriage recited, and the Portion agreed to be paid by the Lady's Mother.

The Conſideration, the Marriage, and Moiety of the Portion paid to the Huſband, the other Moiety to Truſtees;

ſaid ſeveral and reſpective Sums of 6000*l.* and 6000*l.* accordingly (making together the Sum of 12000*l.*) they the ſaid *Adam Arden* and *Oliver Arden* and *Philip Potts* do hereby reſpectively acknowledge, and thereof and of every Part thereof do reſpectively acquit, releaſe and diſcharge the ſaid *Ruth Row*, her Heirs, Executors, Adminiſtrators and Aſſigns, and the Heirs, Executors and Adminiſtrators of the ſaid *Zacharias Row*, and every of them for ever by theſe Preſents (which ſaid Sum of 12000*l.* ſo paid in the Proportions aforeſaid is and is agreed to be in full for the Marriage-Portion of the ſaid *Celia Row*, aad of all Portion and Portions, and other Proviſion whatſoever, which at any Time or Times heretofore have or hath been provided or agreed to be made, raiſed or paid, for or for the Benefit of the ſaid *Celia Row*, by any Deed or Settlement made by the ſaid *Zacharias Row* in his Life-time, or given to her in and by his Laſt Will and Teſtament, or the Laſt Will and Teſtament of *Zacharias Row*, Eſq; deceaſed, the late Brother of the ſaid *Celia Row*, or the Will of *Diana Dicey* deceaſed, late Grandmother of the ſaid *Celia Row*, every or any of them, or otherwiſe howſoever); And for providing a Jointure of 1200*l. per Annum* by way of Rent-charge for the ſaid *Celia Row* for her Life, in ſuch Manner as is herein after mentioned, in caſe ſhe ſhall, after the ſaid intended Marriage had, happen to ſurvive and overlive the ſaid *Adam Arden* her intended Huſhand; and for ſettling and aſſuring the Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and releaſed, with their Appurtenances, unto ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame reſpectively. And for and in conſideration of the Sum of 10*s.* of like Money to the ſaid *Adam Arden* in hand paid by the ſaid *Felix Fern* and *Jervas Jorden*, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *Adam Arden* hath granted, bargained, ſold, releaſed and comfirmed, and by theſe Preſents doth grant, bargain, ſell, releaſe and confirm unto the ſaid *Felix Fern* and *Jervas Jorden*, their Heirs and Aſſigns, All that the Manor of *Bigbury*, with the Rights, Royalties, Members and Appurtenances thereof in the ſaid County of *Cardigan*; and alſo all that Capital Meſſuage or Manſion-Houſe, with the Appurtenances, called *Bigbury Court*; and alſo all that the perpetual Advowſon and Right of Patronage of the Church of *Bigbury*; and alſo all that the Rectory impropriate of the ſaid Pariſh of *Bigbury*; And alſo all and ſingular the Meſſuages, Mills, Demeſne Lands, Tenements, Meadows, Paſtures, Wood-Grounds, Tithes, Rents, Rights, Royalties, Franchiſes and Hereditaments whatſoever, late of the ſaid *Daniel Arden*, and now of him the ſaid *Adam Arden*, ſituate, lying, being, ariſing, happening, renewing or increaſing, or to be had, received or taken, in or within the ſaid Pariſh of *Bigbury*, or any of the Townſhips, Villages, Hamlets, Places, Precincts or Territories of the ſame; and alſo all that Meſſuage, or Tenement and Farm, with the Lands, Hereditaments and Appurtenances thereunto belonging or appertaining, or therewith uſed or enjoyed, ſituate, lying or being in *Ebſham* in the ſaid Pariſh of *Bigbury*, and now or late in the Tenure or Occupation of *Fulk Foy*, of the City of *Canterbury*, Gent. and *Grace* his Wife, or one of them, their or one of their Under-Tenants or Aſſigns; which ſaid Meſſuage, Farm, Lands, Hereditaments, and Premiſſes in *Ebſham* aforeſaid, or the Reverſion thereof in Fee expectant on the Deceaſe of the ſaid *Grace*, were lately purchaſed by the ſaid *Adam Arden*, to him and his Heirs, of and from *Henry Foy*, of the Pariſh of *Irby* in the ſaid County of *Cardigan*, Gent. and alſo all that the Manor of *Kellow*, with the Rights, Royalties, Members and Appurtenances thereof in the ſaid County of *Cardigan*; and alſo all that Capital Meſſuage or Manſion-Houſe in *Kellow* in the ſaid County of *Cardigan*, wherein *Lambert Law*, Yeoman, now does or lately did inhabit and dwell, with its Appurtenances; and alſo all and ſingular the Meſſuages, Demeſne Lands, Lands, Tenements, Meadows, Paſtures, Wood-Grounds, Rents, Rights, Royalties, Franchiſes and Hereditaments whatſoever of him the ſaid *Adam Arden*, ſituate, lying, being, ariſing, happening or renewing within the ſaid Pariſh and Manor of *Kellow*, or either of them, with their and every of their Appurtenances; and alſo all other the Manors, Meſſuages, Farms, Cottages, Lands, Tenements, Meadows, Leaſowes, Paſtures, Tenths, Tithes, Rents, Reverſions, Services and

And for providing a Jointure by way of Rent-charge,

and for ſettling the Manors, Rectory, &c.

The Grant, Releaſe, &c.

The Parcels.

General Words.

Hereditaments whatſoever of him the ſaid *Adam Arden*, or whereof or wherein he or any Perſon or Perſons in Truſt for him, have or hath any Eſtate or Intereſt in Law or Equity, in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, lying, being, ariſing, happening, coming, growing, renewing or increaſing in or within the ſaid ſeveral Manors, Pariſhes and Places of *Bigbury* and *Kellow* aforeſaid, or either of them, with their and every of their Appurtenances (All which ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes are now in the actual Poſſeſſion of the ſaid *Felix Fern* and *Jervas Jorden*, by virtue of a Bargain and Sale to them thereof made by the ſaid *Adam Arden* for the Term of one whole Year, in conſideration of 5*s.* to him paid by the ſaid *Felix Fern* and *Jervas Jorden*, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion made and provided); and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *Adam Arden*, of, in, to or out of the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof; To have and to hold the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *Felix Fern* and *Jervas Jorden*, their Heirs and Aſſigns for ever; to the Uſe and Behoof of the ſaid *Adam Arden* and his Heirs, until the ſaid intended Marriage ſhall be had and ſolemnized; And from and after the Solemnization thereof then to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Limitations and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, to the Uſe of the ſaid *Kenedy Killen* and *Matthew Moſs*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of ninety Years from thence next enſuing, and fully to be compleat and ended, if they the ſaid *Adam Arden* and *Celia Row* his intended Wife ſhall both of them ſo long live; Upon this ſpecial Truſt and Confidence, and to the Intent and Purpoſe that they the ſaid *Kenedy Killin* and *Matthew Moſs*, their Executors, Adminiſtrators and Aſſigns, ſhall and do Yearly and every Year during the ſame Term, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Rectory, Lands, Hereditaments, and other the Premiſſes, pay, or cauſe to be paid, by four equal Quarterly Payments, at the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſts of the Annunciation of the bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord Chriſt, by even and equal Portions, the yearly Sum of 300*l.* of lawful Money of *Great Britain*, clear of all Taxes, and other Deductions whatſoever, unto the proper Hands of the ſaid *Celia Row*, or to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, as ſhe by any Note or Writing under her Hand ſhall from Time to Time, notwithſtanding her Coverture, direct or appoint, for her own ſole and ſeparate Uſe and Benefit, for her Cloaths and other her Occaſions as ſhe ſhall think fit, without the Controul or Intermeddling of the ſaid *Adam Arden* her intended Huſband. And it is agreed by and between the ſaid Parties to theſe Preſents, that the Receipt of the ſaid *Celia Row*, under her Hand, ſhall from Time to Time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſaid yearly Sum of 300*l.* for ſo much thereof for which ſuch Receipt ſhall be given; the firſt Payment of which ſaid yearly Sum of 300*l.* ſhall begin and be made on ſuch of the ſaid Feaſts or Days of Payment as ſhall firſt and next happen after the Solemnization of the ſaid intended Marriage. And upon this farther Truſt, that they the ſaid *Kenedy Killin* and *Matthew Moſs*, and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer the ſaid *Adam Arden*, during the Continuance of the ſaid Term of ninety Years determinable aforeſaid, to receive and take the Reſidue and Overplus of the Rents and Profits of all the ſaid Premiſſes (over and above the ſaid yearly Sum of 300*l.*) to and for his own Uſe and Benefit. And from and after the End, Expiration, or other

Mention of the Bargain &c. for a Year.

General Words.

Habendum

after the Marriage,

to Truſtees for a Term, determinable on Death of Huſband or Wife,

to raiſe a yearly Sum for Pin-Money, by Quarterly Payments.

Her Receipt to be ſufficient.

Firſt Payment, when to be made.

And to permit the Huſband to receive the Reſidue of the Profits;

ſooner Determination of the ſaid Term of ninety Years, and ſubject thereto, and to the aforeſaid Truſts thereof, then as to, for and concerning all the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, to the Uſe and Behoof of the ſaid *Adam Arden* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; And from and after the Determination of that Eſtate, then to the Uſe of the ſaid *Felix Fern* and *Jervas Jorden*, and their Heirs, during the Life of the ſaid *Adam Arden*, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries or bring Actions as the Caſe ſhall require, but nevertheleſs to permit and ſuffer the ſaid *Adam Arden* and his Aſſigns during his Life to receive and take the Rents and Profits thereof, and of every Part thereof, to and for his and their own Uſe and Benefit; And from and after his Deceaſe, to the Uſe, Intent and Purpoſe that the ſaid *Celia Row* his intended Wife (in caſe ſhe ſhall him ſurvive) ſhall and may Yearly and every Year, during the Term of her natural Life, have, receive and take thereout, one Annuity, yearly Rent or Sum of 1200*l.* of lawful Money of *Great Britain*, free and clear of and from all Taxes, Charges and Deductions whatſoever, Parliamentary or otherwiſe, the ſame Annuity to be in full for her Jointure, and in Lieu, Bar and Satisfaction of and for her Dower and Thirds at Common Law, which ſhe can or may have or claim, of, in, to or out of all and every or any the Manors, Lands, Tenements or Hereditaments, whereof or wherein the ſaid *Adam Arden* her intended Huſband now is, or at any Time hereafter during the Coverture between them ſhall be ſeiſed of any Eſtate of Freehold or Inheritance; and which ſaid Annuity, yearly Rent or Sum of 1200*l.* ſhall be paid and payable to her the ſaid *Celia Row* and her Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, at the four moſt uſual Feaſts or Days of Payment in the Year before-mentioned, by even and equal Portions; the firſt Payment thereof to begin and be made on ſuch of the ſame Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the ſaid *Adam Arden*. And to this farther Uſe, Intent and Purpoſe, That in caſe the ſaid Annuity, yearly Rent or Sum of 1200*l.* or any Part thereof, ſhall be behind or unpaid by the Space of twenty-eight Days next over or after either of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Celia Row* and her Aſſigns, into and upon all and every the ſaid Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or into and upon any Part thereof to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, or otherwiſe to ſell or diſpoſe of the ſame, according to due Courſe of Law, until ſhe or they ſhall of the ſaid Annuity, yearly Rent or Sum of 1200*l.* and all Arrears thereof, and all Coſts, Charges and Expences occaſioned by Non-payment thereof at the Days and Times in that Behalf afore-mentioned, be fully ſatisfied and paid. Provided always, That in caſe the ſaid Annuity, yearly Rent or Sum of 1200*l.* or any Part thereof, ſhall happen to be behind or unpaid by the Space of forty Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *Celia Row* and her Aſſigns, into and upon all and every the ſaid Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or any Part thereof, in the Name of the whole, to enter, and the ſame to have, hold and enjoy, and to receive and take the Rents and Profits thereof, and of every or any Part thereof, to and for her and their own Uſe and Benefit, until ſhe or they ſhall be thereby or therewith, or otherwiſe fully ſatisfied and paid the ſaid Annuity, yearly Rent or Sum of 1200*l.* and all Arrears thereof, and alſo ſo much and ſuch Part of the ſame Annuity as ſhall incur and grow due during ſuch Time as ſhe ſhall continue in Poſſeſſion of the ſame Premiſſes, after and by reaſon of ſuch Entry as aforeſaid, together with ſuch Coſts, Charges, Damages and Expences as ſhall be occaſioned by Non-payment of the ſaid Annuity at the Days and Times herein before for that Purpoſe appointed. And as to the ſaid Manors, Rectory, Advowſon, Meſſuages,

Then to the Uſe of the Huſband for Life, *ſans Waſte*;

Then to Truſtees, to preſerve contingent Uſes.

Then to the Uſe that ſhe, ſurviving her Huſband, may have a certain Rent, free of Taxes, for a Jointure, in bar of Dower,

payable Quarterly.

Firſt Payment, when.

On Non-payment within certain Days, Power to diſtrain, *&c.*

On farther Non-payment, Power to enter and enjoy,

until Satisfaction, with Coſts, *&c.*

And (ſubject to the Jointure) to Truſtees for a Term, upon Truſts, &c. after declared.

Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes (ſubject to the ſaid Annuity, yearly Rent or Sum of 1200*l.* and ſuch Remedies for the ſame as aforeſaid) from and immediately after the Deceaſe of the ſaid *Adam Arden*, to the Uſe of the ſaid *Kenedy Killin* and *Matthew Moſs*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next enſuing, and fully to be compleat and ended; upon the Truſts, and under and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame.

Then to other Truſtees for another Term, upon Truſts, &c. after declared.

And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of ninety-nine Years, and ſubject thereto, and to the Truſts thereof, and to the ſaid Annuity, yearly Rent or Sum of 1200*l.* and ſuch Remedies for the ſame as aforeſaid, then to the Uſe of the ſaid *Oliver Arden* and *Philip Potts*, their Executors, Adminiſtrators and Aſſigns, for and during the full Time and Term, and unto the full End and Term of one thouſand Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte: Upon ſuch Truſts nevertheleſs, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame Term.

Then to the Uſe of the firſt and other Sons of the Marriage ſeverally and ſucceſſively in Tail Male.

And from and after the End, Expiration, or other ſooner Determination of the ſaid Term of one thouſand Years, and ſubject and charged and chargeable as aforeſaid, to the Uſe and Behoof of the firſt Son of the ſaid *Adam Arden* on the Body of the ſaid *Celia Row* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and of all and every other the Son and Sons of the ſaid *Adam Arden* on the Body of the ſaid *Celia Row* his intended Wife to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing always to be preferred and to take before the Younger of ſuch Son or Sons, and the Heirs Male of his and their Body and Bodies iſſuing; And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *Adam Arden*, and of his Heirs and Aſſigns for ever.

In default of ſuch Iſſue to the Uſe of the Huſband in Fee.

Truſt of the ſecond Term declared.

And as to, for and concerning the ſaid Term of ninety-nine Years, herein before limited to the ſaid *Kenedy Killin* and *Matthew Moſs*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That the ſame is ſo limited to them, upon the Truſts, and under and ſubject to the Proviſo and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame Term; that is to ſay, in Truſt to permit and ſuffer ſuch Perſon or Perſons as ſhall for the Time being, be intitled to the Freehold and Inheritance of the ſaid Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, by virtue of and according to the Limitations herein before mentioned, to receive and take the Rents and Profits of the Premiſſes, and of every Part thereof, to and for his and their own Uſe and Benefit, until Default ſhall happen to be made of or in Payment of the ſaid Annuity, yearly Rent or Sum of 1200*l.* or ſome Part thereof, at the Days and Times herein before limited and appointed for Payment of the ſame.

To permit Perſons intitled to receive the Profits, until Non-payment of the Jointure.

On Non-payment, to raiſe the ſame, &c.

And upon this farther Truſt, that in caſe the ſame Annuity, yearly Rent or Sum of 1200*l.* or any Part thereof, ſhall happen to be behind and unpaid by the Space of forty Days next over or after any of the ſaid Feaſts or Days of Payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often it ſhall and may be lawful to and for the ſaid *Kenedy Killin* and *Matthew Moſs*, their Executors, Adminiſtrators and Aſſigns, from Time to Time, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Rectory, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or by Demiſing, Leaſing or Mortgaging the ſame Premiſſes, or any Part thereof, for all or any Part of the ſaid Term of ninety-nine Years therein, to raiſe and levy ſuch Sum and Sums of Money as ſhall be ſufficient from Time to Time to pay and ſatisfy unto her the ſaid *Celia Row* and her Aſſigns, during her natural Life, the ſaid Annuity, yearly Rent or Sum of 1200*l.* or ſo much thereof as ſhall from Time to Time ſo happen to be behind and unpaid,

unpaid, together alſo with all ſuch Coſts, Charges and Expences as ſhe the ſaid *Celia Row*, or the ſaid *Kenedy Killin* and *Matthew Moſs*, her Truſtees, their Executors, Adminiſtrators and Aſſigns, or any of them ſhall ſuſtain, expend or be put unto for or by reaſon of the Non-payment thereof, at the Days and Times, and in Manner firſt herein before in that Behalf mentioned, and ſhall and do pay the ſame accordingly. And upon this farther Truſt, that they the ſaid laſt named Truſtees, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons as ſhall for the Time being be intitled to the Freehold and Inheritance of the Premiſſes, by virtue of and according to the Limitations aforementioned, to receive and take the Reſidue and Overplus of the Rents and Profits of the ſame Premiſſes (over and above what ſhall be ſufficient from Time to Time to pay and ſatisfy the ſaid Annuity, yearly Rent or Sum of 1200*l.* and all Arrears thereof, and all Coſts, Charges and Expences attending the Execution of the aforeſaid Truſts, of the ſaid ninety-nine Years Term) to and for his and their own Uſe and Benefit. Provided always, nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, That from and after the Deceaſe of the ſaid *Celia Row*, and Payment of all Arrears which ſhall then be due of the ſaid Annuity, yearly Rent or Sum of 1200*l.* (if any ſuch ſhall then happen to be) together with all Coſts, Charges, and Expences attending the Execution of the ſaid laſt mentioned Truſts; Then and at all Times from thenceforth the ſaid Term of ninety-nine Years of and in the Premiſſes, or ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And as to, for and concerning the ſaid Term of one thouſand Years herein before limited to the ſaid *Oliver Arden* and *Philip Potts*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, that in caſe there ſhall be one or more Child or Children of the ſaid *Adam Arden* on the Body of the ſaid *Celia Row* his intended Wife to be begotten (beſides an eldeſt or only Son) then upon Truſt that they the ſaid *Oliver Arden* and *Philip Potts*, their Executors, Adminiſtrators or Aſſigns ſhall and do, either in the Life-time of the ſaid *Adam Arden*, with his Conſent teſtified in Writing under his Hand, or elſe not till after his Deceaſe, by Demiſe, Sale or Mortgage of the ſaid Manors, Rectory, Capital Meſſuage, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, or of a competent Part thereof, for all or any Part of the ſaid Term of one thouſand Years therein, or by ſuch other Ways and Means as they or the Survivor of them, his Executors or Adminiſtrators ſhall think fit, raiſe and levy, or borrow and take up at Intereſt the Sum of 6000*l.* of lawful Money of *Great Britain*, for the Portion and Portions of all and every ſuch Child or Children (not being an eldeſt or only Son as aforeſaid) the ſame to be paid in manner following; that is to ſay, If but one ſuch Child, then the ſaid whole Sum of 6000*l.* to be paid to ſuch only Child; and if two or more ſuch Children, then the ſaid Sum of 6000*l.* to be ſhared and divided between or amongſt them, in ſuch Parts and Proportions as the ſaid *Adam Arden* by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned and publiſhed in the Preſence of the like Number of Witneſſes, ſhall direct or appoint; and in default of ſuch Direction and Appointment, then the ſaid Sum of 6000*l.* to be equally divided amongſt them, Share and Share alike; the ſaid Portion or Portions of ſuch Child or Children to be paid in manner following; that is to ſay, to ſuch of them as ſhall be a Son or Sons at the Age of twenty-one Years, and to ſuch of them as ſhall be a Daughter or Daughters at the Age of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen, if ſuch reſpective Times of Payment happen after the Deceaſe of the ſaid *Adam Arden*; but if in his Life-time, then within ſix Calendar Months next after his Deceaſe, and not before or ſooner, unleſs by his expreſs Conſent, teſtified as aforeſaid. Provided always, that in caſe any of the ſame Children, being a Son or Sons, ſhall happen to die before the Age of twenty-one

And to permit Perſons intitled to receive the Reſidue of the Profits.

Proviſo for the ceaſing of this Term.

The Truſt of the third Term declared.

To raiſe Portions for younger Children in the Father's Life-time, with his Conſent, elſe not till his Deceaſe.

A Sum certain.

Payable, if more than one, in Proportions as their Father ſhall appoint.

In default of Appointment, equally to Sons at Twenty one, to Daughters at Twenty-one or Marriage.

If after the Father's Death, otherwiſe, &c.

with Benefit of Survivorſhip, ſubject to the Father's Appointment,

Years, or being a Daughter or Daughters, ſhall happen to die before the Age of twenty-one Years or Marriage, then the Portion or Portions of ſuch of them ſo dying, ſhall go and be paid unto the Survivors or Survivor of them, ſubject to ſuch Direction or Appointment of him the ſaid *Adam Arden* as aforeſaid; but in default thereof, then to be equally divided amongſt ſuch Survivors or Survivor, Share and Share alike, when the original Portion or Portions of ſuch ſurviving Child or Children ſhall become payable as aforeſaid. Provided alſo, that in caſe all the ſame Children ſhall happen to die before ſuch their ſaid reſpective Age or Marriage as aforeſaid, then and in ſuch Caſe the ſaid Monies ſo to be raiſed for their Portions as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe, for the Benefit of the Perſon or Perſons next in Reverſion or Remainder of the Premiſſes; and ſo much thereof as ſhall be then raiſed ſhall be paid to the ſame Perſon or Perſons in Reverſion or Remainder as aforeſaid. And upon this farther Truſt, that they the ſaid *Oliver Arden* and *Philip Potts*, their Executors, Adminiſtrators and Aſſigns, ſhall and do, by and out of the Rents, Iſſues and Profits of the ſame Manors, Rectory, Capital Meſſuage, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children (not being an Eldeſt or only Son as aforeſaid) in the mean time, from and after the Deceaſe of the ſaid *Adam Arden*, and until their ſaid Portions ſhall become payable reſpectively as aforeſaid, as to the ſame Truſtees, or the Survivor of them, his Executors or Adminiſtrators ſhall ſeem meet; ſuch yearly Maintenance, not exceeding the Intereſt of their reſpective Portions, after the Rate of 4*l. per Cent. per Annum.* And upon this farther Truſt, that they the ſaid *Oliver Arden* and *Philip Potts*, their Executors, Adminiſtrators and Aſſigns, ſhall and do permit and ſuffer ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one thouſand Years ſhall for the Time being belong, by virtue of the Limitations afore-mentioned, until ſome or one of the ſame Portions ſhall become payable, to receive and take the Reſidue and Overplus of the ſaid Rents and Profits of the ſame Premiſſes, over and above ſo much thereof as ſhall from Time to Time be paid or payable for the reſpective Maintenances and Education of ſuch Child or Children as aforeſaid. Provided always, that no ſuch Sale or Mortgage as is laſt herein before mentioned ſhall be made, until ſome or one of the ſaid Portions ſhall become payable by virtue of theſe Preſents, unleſs by the expreſs Conſent, of the ſaid *Adam Arden*, teſtified as aforeſaid. Provided alſo, and it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, That in caſe there ſhall be no ſuch Child or Children of the ſaid *Adam Arden* on the Body of the ſaid *Celia Row* his intended Wife to be begotten (other than an Eldeſt or only Son as aforeſaid) or there being ſuch Child or Children, all of them ſhall happen to die before ſuch their ſaid reſpective Age or Marriage; or in caſe the ſaid Sum and Sums of Money before limited and appointed to be raiſed for their Portion and Portions as aforeſaid, and alſo ſuch Maintenance in the mean time, and until the ſame Portion or Portions ſhall become payable as aforeſaid, ſhall be by the ſaid laſt named Truſtees their Executors, Adminiſtrators or Aſſigns, raiſed and levied by the Ways and Means in that Behalf afore-mentioned, or ſhall be by ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of one thouſand Years, paid, or to the Good-liking of the ſame Truſtees, or the Survivor of them, his Executors or Adminiſtrators, ſecured to be paid according to the Purport, true Intent and Meaning of theſe Preſents; Then and in every or any of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of one thouſand Years, of and in the Premiſſes, or ſo much thereof as ſhall remain unſold and undiſpoſed of, for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be utterly void, to all Intents and Purpoſes, any Thing herein contained to the contrary notwithſtanding. Provided always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Adam Arden*, from Time to Time during his Life (without Prejudice nevertheleſs to the Raiſing and Payment of the ſaid ſeveral yearly Sums of 300*l.* and 1200*l.* or either of them, payable to the ſaid *Celia Row*, in manner and for the Purpoſes aforeſaid)

If all die before Twenty-one or Marriage reſpectively, Portions not to be raiſed.

Power to raiſe Maintenances

(after the Death of the Father, until Portions payable, not exceeding a certain Intereſt.

Farther Truſt to permit Perſons intitled to enjoy the Reſidue of the Profits.

Proviſo, no Sale, &c. to be made until a Portion payable.

Proviſo, if no ſuch younger Child,

or if all die before Twenty-one or Marriage repectively,

or if Portions raiſed by Truſtees,

or paid by the Reverſioner, &c.

or ſecured with Approbation of the Truſtees, this Term to ceaſe.

Leaſing Power to the Huſband (without Prejudice to the Pin-Money or Jointure)

to demiſe, leaſe or grant the ſaid Manors, Rectory, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in ſuch Manner as is herein after mentioned; that is to ſay, As to ſuch Part or Parts of the ſame Premiſſes as are or have been uſually granted or demiſed by Copy of Court-Roll, or let for Lives, or Years determinable on Lives, to demiſe, grant or leaſe the ſame, or any Part thereof, to any Perſon or Perſons, for one, two or three Life or Lives, or for any Term or Number of Years determinable on one, two or three Life or Lives, in Poſſeſſion or Reverſion, ſo as there be not more than three Lives in Being at one and the ſame Time, whereon the Premiſſes in any of ſuch Leaſes or Grants to be reſpectively comprized ſhall depend; and ſo as the ancient and accuſtomed Rents, Payments, Duties and Services, or more or better in Value, be thereupon reſpectively reſerved and made payable, during the Continuance of ſuch reſpective Leaſes or Grants; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein. And as to ſuch Part or Parts of the ſame Manors, Rectory, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, as now are or uſually have been let at Rack or improved Rents; and alſo as to any other Part or Parts of the ſaid Manors, Lands, Hereditaments and Premiſſes to demiſe or leaſe the ſame, or any Part or Parts thereof, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every of the ſaid laſt mentioned Leaſes there be reſerved and made payable, during the Continuance thereof reſpectively, the moſt and beſt improved yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income, for or in reſpect of ſuch Leaſe or Leaſes; and ſo as none of the ſame Leaſes be made diſpuniſhable of Waſte, by any expreſs Words therein; and ſo as in every of ſuch Leaſes there be contained a Clauſe of Re-entry, for Non-payment of the Rent or Rents to be thereby reſpectively reſerved; and ſo as the Leſſee or Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *Adam Arden* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *Felix Fern* and *Jervas Jorden*, their Heirs, Executors and Adminiſtrators, in manner following; that is to ſay, That all and every the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be, to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively, and ſhall and may be peaceably and quietly had, held and enjoyed accordingly; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *Adam Arden*, his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Leaſes, Jointures, Dowers, Uſes, Truſts, Wills, Entails, and of, from and againſt all and ſingular other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, occaſioned or ſuffered, or to be had, made, done, committed, occaſioned or ſuffered by the ſaid *Adam Arden*, or the ſaid *Daniel Arden* his late Father, or either of them, or any other of the Anceſtors of the ſaid *Adam Arden*, or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under them, or any of them, (except ſuch Leaſes and Eſtates for Years or Lives, or Years determinable on Lives, as are now in Being of and in the Premiſſes, or any Part thereof, whereupon the improved, or ancient and accuſtomed Rents, Duties and Services are reſpectively reſerved and made payable, and except the Eſtate for Life of the ſaid *Grace*, Wife of the ſaid *Fulk Foy*, of and in the Premiſſes in *Ebſham* aforeſaid). And moreover, that he the ſaid *Adam Arden* and his Heirs, and all others claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the Premiſſes or any of them, or any Part thereof, from, by or under, or in Truſt for him, them, or any of them, or from, by or under the ſaid *Daniel Arden*, or any other of the Anceſtors of the ſaid *Adam Arden* (except the Perſons whoſe ſeveral Eſtates or Intereſt

with uſual Reſtrictions as to Copyholds and Leaſes for Lives, as to Commencement and Determination.

Ancient Rents, not *ſans* Waſte.

As to Lands let for Rack Rents for Years,

with Reſtrictions as to the Term, improved Rent, without Fine, not *ſans* Waſte.

Re-entry for Non-payment.

Leſſees to execute Counterparts.

The Huſband covenants againſt prior Incumbrances

and for quiet Enjoyment.

And for farther Aſſurances.

Intereſt are herein before excepted, for and in reſpect only of ſuch their excepted Eſtates and Intereſts) ſhall and will from Time to Time, and at all Times hereafter, upon every reaſonable Requeſt of the ſaid *Felix Fern* and *Jervas Jorden*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, but at the Coſts and Charges of the ſaid *Adam Arden*, his Heirs, Executors or Adminiſtrators, make, do and execute, or cauſe and procure to be made, done and executed, all ſuch farther and other lawful and reaſonable Acts, Deeds, Conveyances and Aſſurances in the Law whatſoever, be the ſame by Fine, Feoffment, Common Recovery, or otherwiſe howſoever, for the farther, better, more perfect and abſolute Granting, Settling, Conveying and Aſſuring of the ſaid Manors, Rectory, Advowſon, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes, with their Appurtenances, unto and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts, and under and ſubject to ſuch Proviſoes and Agreements as are herein before mentioned, expreſſed and declared of and concerning the ſame, as by the ſaid *Felix Fern* and *Jervas Jorden*, or the Survivor of them, his Heirs, Executors or Adminiſtrators, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed, or deviſed and required; ſo as ſuch farther Aſſurances contain in them no farther or other Warranty or Covenants than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch farther Aſſurances be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwellings or Places of Abode. And this Indenture farther witneſſeth, That for making ſome farther Proviſion for the Portions and Maintenance of ſuch Child or Children as the ſaid *Adam Arden* and *Celia* his intended Wife ſhall happen to have between them (not being their Eldeſt or only Son) it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid Sum of 6000*l.* herein before mentioned to be paid to the ſaid *Oliver Arden* and *Philip Potts* by the ſaid *Ruth Row* as aforeſaid, is and was ſo to them paid, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, upon Truſt that they the ſaid *Oliver Arden* and *Philip Potts*, and the Survivor of them, his Executors and Adminiſtrators, ſhall and do permit and ſuffer the ſaid *Adam Arden* and his Aſſigns, during his Life, to receive and take all the Intereſt and Produce thereof, as the ſame ſhall from Time to Time ariſe and be received, to and for his and their own Uſe and Benefit. And from and after his Deceaſe, then upon Truſt that they the ſaid *Oliver Arden* and *Philip Potts*, and the Survivor of them, his Executors and Adminiſtrators, ſhall and do pay and diſpoſe of the ſaid laſt mentioned Sum of 6000*l.* unto and amongſt all and every the Child and Children of the ſaid *Adam Arden* on the Body of the ſaid *Celia Row* his intended Wife to be begotten (other than their Eldeſt or only Son for the Time being) at ſuch Time or Times, and in ſuch Shares and Proportions, and ſubject to ſuch and the like Power of Appointment to be made by the ſaid *Adam Arden* of the ſame 6000*l.* between or amongſt ſuch Child or Children. and under and ſubject to ſuch and the like Proviſoes, Reſtrictions, Limitations and Contingencies, with reſpect to ſuch Children, as are herein before directed and agreed upon, of, for and concerning the ſaid Sum of 6000*l.* herein before provided and agreed to be raiſed and levied for the Portion and Portions of the ſame Child or Children, forth and out of the ſaid Manors, Lands, Hereditaments and Premiſſes herein before for that Purpoſe limited to the ſaid *Oliver Arden* and *Philip Potts*, their Executors, Adminiſtrators and Aſſigns as aforeſaid, or as near thereto as may be. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in the mean time from and after the Deceaſe of the ſaid *Adam Arden*, and until the ſaid Sum of 6000*l.* ſo paid to the ſaid laſt named Truſtees as aforeſaid ſhall be applied and diſpoſed of in manner aforeſaid, all the Intereſt and Produce thereof, as the ſame ſhall ariſe and be received, ſhall from Time to Time be paid and diſpoſed of for the Maintenance and Education of ſuch Child or Children reſpectively (other than as aforeſaid.) Provided always, That in caſe there ſhall be no ſuch Child or Children of the ſaid *Adam Arden* on the Body of the ſaid *Celia* his intended Wife to be begotten (other than an Eldeſt or only Son as aforeſaid) or there being ſuch Child or Children, all of them ſhall happen to die before the Portions hereby provided for them ſhall become payable as aforeſaid, then

The Truſt of the Sum (Part of the Portion) paid to Truſtees (*ut ſupra*) declared.

That the Huſband ſhall receive the Produce during his Life.

Then the ſame Sum to be paid to younger Children, ſubject to their Father's Appointment, *ut ſupra*.

The Produce after his Deceaſe to be applied to Maintenance and Education, until Portions paid. If no ſuch Child, or all die before Portions payable, this laſt Sum and the Produce to the Huſband, his Executors, &c.

upon this farther Truſt, that they the ſaid *Oliver Arden* and *Philip Potts*, or the Survivor of them, his Executors or Adminiſtrators, ſhall and do pay and diſpoſe of the ſaid laſt mentioned Sum of 6000*l.* and the Intereſt and Produce thereof from thenceforth to ariſe, unto him the ſaid *Adam Arden*, his Executors or Adminiſtrators, to and for his and their own Uſe and Benefit, any Thing herein contained to the contrary notwithſtanding. And it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *Oliver Arden* and *Philip Potts*, and the Survivor of them, his Executors or Adminiſtrators, from Time to Time to lend and place out the ſaid laſt mentioned Sum of 6000*l.* or any Part thereof, upon any Publick or Private Securities at Intereſt, or to lay out and inveſt the ſame or any Part thereof, in the Purchaſe of Stock in any of the Publick Companies, of the Bank of *England*, *South-Sea* Company, or of *Eaſt-India* Company, or of *South-Sea* Annuities, with the Good-liking and Approbation of the ſaid *Adam Arden*, his Executors or Adminiſtrators, ſubject to the Truſts aforeſaid; and likewiſe to call in ſuch Monies to be ſo lent, or to ſell and diſpoſe of the Stocks or Annuities to be ſo purchaſed and the ſame Monies again to lend, lay out or inveſt in manner aforeſaid, as often as they ſhall think fit, with ſuch Approbation and ſubject to ſuch Truſts as aforeſaid. And it is hereby farther declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *Oliver Arden* and *Philip Potts*, their Executors or Adminiſtrators or any of them, ſhall not be charged or chargeable with or accountable for more Monies than they reſpectively ſhall actually receive, nor with or for any Loſs which ſhall happen of the ſaid Monies or any Part thereof, ſo as the ſame happen without their wilful Default; nor the one of them for the other of them, or for the Acts, Deeds, Receipts or Diſburſements the one of the other, but each of them only for his own Acts, Deeds, Receipts and Diſburſements. And alſo, that it ſhall and may be lawful to and for the ſaid *Oliver Arden* and *Philip Potts*, and the Survivor of them, his Executors and Adminiſtrators, in the firſt place by and out of the Premiſſes to deduct and reimburſe themſelves all ſuch Loſs, Coſts, Charges, Damages and Expences, as they or any of them ſhall ſuſtain, bear, or be put unto, for or by reaſon of the Truſts hereby in them repoſed, or the Management or Execution thereof, or any other Thing in any wiſe relating thereunto. In Witneſs, *&c.*

Power to the Truſtees to place out the Money with the Approbation of the Huſband,

and to call it in, and place it out again, *&c.*

Truſtees to be chargeable reſpectively with what they receive, and not with Loſſes, unleſs by wilful Default;

And each for himſelf only.

They may reimburſe themſelves Charges, *&c.*

The END of the FIRST VOLUME.